

**LIBER**

**535**

275172

535 01

FINANCING STATEMENT

NAME AND ADDRESS OF DEBTOR:

JUDITH SILBERMAN and STANLEY SILBERMAN  
595 Revell Highway  
Annapolis, Maryland 21401  
(Store No. D-2)

NAME AND ADDRESS OF SECURED PARTY:

FUDGE FACTORY, INC., T/A CHESAPEAKE FUDGE  
132 Chautaugua Road  
Arnold, Maryland 21012

1. This Financing Statement covers the following items of property:

The interest of Debtor in all equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon the premises known as Store No. D-2, 595 Revell Highway, Annapolis, MD 21401, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, including the following: Candy Cases with Trays, Fudge Machine, Assorted Trays and Utensils for making fudge, Timer, Electronic Scale, Electronic Scale with printer and labels, Heat Sealer, Stainless Steel Table, Cash Registers, Jelly Belly Fixtures, Assorted Wood Adjustable Shelving, Signs, Assorted Supplies (Boxes, Bags, etc.), Multi Shelf Glass Shelf Fixtures, Desk, Chair, Metal Shelves, Three-Compartment Sink, Metal Legal Size File Cabinet, Small Refrigerator, Electric Warmer, Milk Shake Blender (3 part), Cone Holder, Plastic Shelving Fixtures and Heat Gun and all and every other manner of chattel, equipment or other personal property used in or about the premises known as Store No. D-2, 595 Revell Highway, Annapolis, MD 21401.

2. Proceeds and products of the collateral are covered.
3. The above-described goods, property, interests and rights are located at Store D-2, 595 Revell Highway, Annapolis, Maryland 21401.

RECORD FEE 14.00  
POSTAGE .50  
RC44510 0040 R04 T15+35  
11/25/00

4. The underlying transaction is not subject to the tax imposed by Title 12 of the Tax Property Article of the Annotated Code of Maryland.

Dated: NOVEMBER 22, 1988 DEBTOR

WITNESS:

*J S Lyle*

*Judith Silberman*  
JUDITH SILBERMAN

*J S Lyle*

*Stanley Silberman*  
STANLEY SILBERMAN

Return to: Franch & Jarashow, P.A.  
P.O. Box 827  
Annapolis, Maryland 21404

10.6i3.m

*[Handwritten mark]*

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

ANNE ARUNDEL COUNTY - MD

Identifying File No. 275473

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Covington Machine & Welding, Inc.

Address 2015 Renard Court, Annapolis, MD 21401

2. SECURED PARTY

Name Ingersoll-Rand Company

Address 5681 Main Street, Elkridge, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(1) Ingersoll-Rand Air Compressor Model P175WD

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

Name and address of Assignee  
Concord Commercial Corporation  
210 Goddard Blvd.  
King of Prussia, PA 19406

(7180-2JK)

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
POSTAGE .50  
#244820 0040 R04 T15426  
11/25/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Francis Covington*  
(Signature of Debtor)

Covington Machine & Welding, Inc.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Bradley W. Berger*  
(Signature of Secured Party)

Ingersoll-Rand Company

Type or Print Above Signature on Above Line

FORM 535 1-7-83

275-174

BOOK 535 04

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)  
B & C Landclearing Co Inc  
P O Box 66  
Odenton, MD 21113  
M-33838-1

(2) Secured Party(ies) (Name(s) And Address(es))  
Alban Tractor Co Inc  
P O Box 9595  
Baltimore, MD 21237

RECORD FEE 11.00  
POSTAGE .50  
#244970 0040 R04 115128  
11/25/88

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #225B Excavator S/N 2ZD00964

Products of the Collateral Are Also Covered.

A.A.

(6) Signatures: Debtor(s)

Secured Party(ies) [or Assignees]

B & C Landclearing Co Inc

Alban Tractor Co Inc

(By) Richard W. Beatz Pres.  
*Richard W. Beatz*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

(By) *M. M. W. W.*  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

275475

BOOK 535 PAGE 05

### FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<b>1. DEBTOR(S) and Address(es): (last name first)</b>  Ben Oaks Appliance Center Inc. 545 Baltimore Annapolis Blvd. Severna Park, Maryland 21146	<b>2. SECURED PARTY</b>  THE ZAMOISKI CO. 3000 Waterview Ave. Baltimore, Md. 21230
---	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

- 4. Proceeds of collateral are covered hereunder.
- 5. This transaction is exempt from the recordation tax. (Md.)
- 6. Return to: Secured Party (Md.)

RECORD FEE 11.00  
#244990 0040 004 T15-36  
11/25/88

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

Ben Oaks Appliance Center Inc.  
(Type Name)  
 By: *Phillip Rausenberger* (SEAL)  
 Phillip Rausenberger, Pres.  
 By: \_\_\_\_\_ (SEAL)

THE ZAMOISKI CO.  
 By: *John J. Mulkey*  
 John J. Mulkey  
 President/Treasurer  
 \_\_\_\_\_ 19\_\_\_\_  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

11.00

**FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE**  
**Terms and Conditions of Security Agreement**

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

535  
06

275476

535 07

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)

GOLDSTEIN, JEFFREY  
884 COACHWAY  
ANNAPOLIS, MD 21404

2 Secured Party(ies) and address(es)

IR PUBLISHING CREDIT CORP.  
c/o Integrated Resources, Inc.  
666 Third Avenue  
New York, New York 10017

3 Maturity date (if any)

For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORD FEE 11.00

#245040 CO-40 R04 T15:39

11/25/88

4 This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in Hunter Publishing Limited Partnership, a Delaware limited partnership, including all of Debtor's rights and interests in said partnership and any successor partnership and under the partnership agreement relating thereto, including but not limited to, the right to receive any distributions therefrom.

NOT SUBJECT TO RECORDATION TAX

11.00

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented:

IR PUBLISHING CREDIT CORP.

By: *Jeffrey Goldstein*  
Signature(s) of Debtor(s)

Title

By: *Alan Helman*  
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

275177

160 535 08

TO BE  
 NOT TO BE
 } RECORDED IN LAND RECORDS
 
 SUBJECT TO  
 NOT SUBJECT TO
 
 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

**FINANCING STATEMENT**

BTR REALTY, INC.

Lessee:  
 1. Debtor(s):

Name or Names—Print or Type  
 Gateway International  
 1302 Concourse Dr., Ste. 202, Linthicum, MD 21090  
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
 Address—Street No., City - County State Zip Code

Lessor:  
 2. Secured Party:

MNC LEASING CORPORATION  
 Name or Names—Print or Type  
 502 Washington Avenue, Towson MD 21204  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE ATTACHMENT(S)

This filing does not create a security interest - True Lease

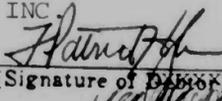
4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 10.00  
 POSTAGE .50  
 #245110 0040 R04 T15146  
 11/25/08

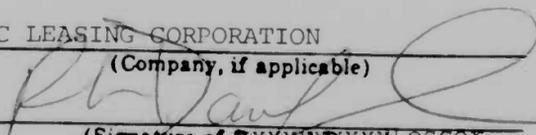
6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

~~Debtor(s)~~ Lessee:  
 BTR REALTY, INC.  
  
 (Signature of Debtor/Lessee)

F. Patrick Hughes, Vice President  
 Type or Print

(Signature of Debtor/Lessee)  
 Type or Print

~~Secured Party~~ Lessor:  
 MNC LEASING CORPORATION  
 (Company, if applicable)  
  
 (Signature of Secured Party/Lessor)  
 Richard Dauphinais, Vice President  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Ms. Terri Preston, MNC Leasing Corporation  
 502 Washington Avenue, Towson, MD 21204  
 Lucas Bros Form F-1

18.50

**SCHEDULE OF EQUIPMENT**

Lessee: BTR Realty, Inc.

Approved by [Signature] ✓  
 (Lessee to initial each page)

Page No. 2 of 2 total pages

Attached to Bill of Sale dated \_\_\_\_\_, 19\_\_\_\_  
 and/or  
 Equipment Schedule No. 1

Equipment located at:  
Route 1 and Tollgate Road  
 Street No.  
Bel Air Harford MD 21014  
 City County State Zip

Manufacturer and/or Vendor Name & Invoice No.	Description
Wesnic Services, Inc.  Invoice No.: 2557 continued	250 - 22" x 24½" x 35" height, Windsor Side Chair, White Wiped Lacquer Finish  Shipping/Handling Invoice Total
Invoice No.: 2592	16 - 28" x 48" x 38" height Mercado Collection Benches, red oak with white wiped/lacquer finish 16 - 28" x 72" x 38" height Mercado Collection Benches, red oak with white wiped/lacquer finish 17 - 16" diameter x 36" height reinforced Collection Ash/Trash Receptacle with standard finish. 12 - Child's Chair  Freight Invoice Total  TOTAL INVOICE COST

**SCHEDULE OF EQUIPMENT**

Lessee: BTR Realty, Inc.

Approved by [Signature] ✓  
 (Lessee to initial each page)

Page No. 1 of 2 total pages

Attached to Bill of Sale dated \_\_\_\_\_, 19\_\_\_\_  
 and/or \_\_\_\_\_  
 Equipment Schedule No. 1

Equipment located at:  
Route 1 and Tollgate Road  
 Street No.  
Bel Air Harford MD 21014  
 City County State Zip

Manufacturer and/or Vendor Name & Invoice No.	Description
Niland Company 7241 Stiles El Paso, TX 79915  Invoice No.: 1113  Purchase Order No.: HM 88-4	8 - Custom Victorian Light Standards, 5'2" Overall Height, Incandescent Wiring with 12" round polyethylene globe - 75 watts/120 watts, black finish  8 - VP-103 Victorian Light Standards 11'7" Overall Height, Incandescent Wiring with 12" round polyethylene globes 75 watts/120 volts, black finish  8 - Specially designed bottom plates for custom fixtures
	Invoice Total
Wesnic Services, Inc. 6000 Bowdendale Avenue Jacksonville, FL 32216  Invoice No.: 2540	288 - 10" x 14" Fast Food Trays, beige   Shipping/Handling  Invoice Total
Invoice No.: 2557	8 - 23" diameter x 40" height Fiberglass Food Court Receptacles, Smooth Finish  70 - 24" x 20" 15000 Series Table Top, Nevamar ARPS-1-22T Laminate  28 - 36" Round 15000 Series Table Top, Nevamar ARPS-1-22T Laminate  70 - 18" diameter x 28½" height 2600 Series Table Base, Black Wrinkle Finish  28 - 22" diameter x 28½" height 2600 Series Table Base, Black Wrinkle Finish

535 11

ATTACHMENT TO UCC-1

LESSEE: BTR REALTY, INC.

LESSOR: MNC LEASING CORPORATION

-----

The equipment leased pursuant to that certain Equipment Lease Agreement dated as of September 12, 1988, between Lessor, as lessor, and Lessee, as lessee, together with all accessions, substitutions and replacements thereof, and proceeds (including insurance proceeds) thereof (but without power of sale); more fully described on the attached schedule(s).

THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY AND IS INTENDED TO REPRESENT A TRUE LEASE.

STATE OF MARYLAND

275178

FINANCING STATEMENT FORM UCC-1

Identifying File No. 4626

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1223.33

If this statement is to be recorded in land records check here.

This financing statement Dated 11-17-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN R KEYS AND SHARON KEYS  
Address 9100 SCOTT ADAM CT X1 FT MEADE MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES  
Address PO BOX 997

GLEN BURNIE, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_  
4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

STEREO EQP  
PHOTO EQP  
TV

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORD FEE 12.00  
RECORD TAX 10.50  
POSTAGE .50  
#245120 0040 R04 T15:47  
11/25/88

John R. Keys  
(Signature of Debtor)  
JOHN R KEYS

Type or Print Above Name on Above Line  
Sharon A. Keys  
(Signature of Debtor)  
SHARON A KEYS

Type or Print Above Signature on Above Line

Monica D. Zenittini  
(Signature of Secured Party)  
MONICA D ZENITTINI CSR

Type or Print Above Signature on Above Line

*(Handwritten initials)*

535  
212

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

275-179

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2192.04

If this statement is to be recorded in land records check here.

This financing statement Dated 11/16/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PHYLLIS D. KENNISON

Address 10 WISLER CT. SERVERNA PARK, MD. 21146

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"
BYCYCLE
MOWER
CAMERA
RADIO
CONSOLE
TV'S
RINGS
RECORD FEE 11.00
RECORD TAX 17.50
POSTAGE .50
#245130 0040 904 115148
11/25/88

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Phyllis D Kennison
(Signature of Debtor)

PHYLLIS D. KENNISON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.
Type or Print Above Signature on Above Line

Handwritten initials and numbers: 11, 17.50, .50

535
13

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

275480 14623  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

535

14

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$1405.54

If this statement is to be recorded in land records check here.

This financing statement Dated 11/17/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GEORGE W. ROGERS (Rogers)

Address 114 4th AVE. GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONLA PROPERTY"

VIDEO CAMCORDER  
(2) TV- ZENITH, SONY

CHECK  THE LINES WHICH APPLY

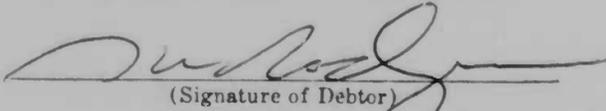
5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

RECORD FEE 11.00  
RECORD TAX 10.50  
POSTAGE .50  
#243140 0040 R04 T15149  
11/25/88

(Proceeds of collateral are also covered)

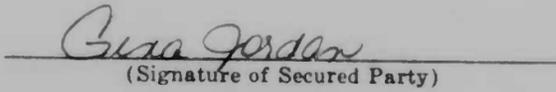
(Products of collateral are also covered)

  
(Signature of Debtor)

GEORGE W. ROGERS (Rogers)  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

  
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.  
Type or Print Above Signature on Above Line

11  
15.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275181 14596

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 535 15

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$1975.20

If this statement is to be recorded in land records check here.

This financing statement Dated NOV. 10, 88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DAVID K. MATTHEWS & PEGGY LACY

Address 490 PATUXENT RD. LOT 2 ODENTON, MD. 21113

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

- BICYCLE (2)
- CAMPING EQP
- GARDEN EQP
- PERSONAL COMPUTER
- STEREO EQP

- TV- 25"
- VCR (2)

RECORD FEE 12.00  
 RECORD TAX 14.00  
 POSTAGE .50  
 #245150 0040 R04 115447  
 11/25/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

David K. Matthews (Signature of Debtor)

DAVID K. MATTHEWS Type or Print Above Name on Above Line

Peggy Lacy (Signature of Debtor)

PEGGY LACY Type or Print Above Signature on Above Line

Gina Jordan (Signature of Secured Party)

GINA JORDAN ADMIN. ASST. Type or Print Above Signature on Above Line

125 14 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14567

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 275482

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3466.48

If this statement is to be recorded in land records check here.

This financing statement Dated NOVEMBER 1st 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RONALD A DAVIS AND DEBBIE L DAVIS  
Address 8005 C TRAYNOR CRT

2. SECURED PARTY

Name FT MEADE MARYLAND 210755  
AVCO FINANCIAL SERVICES  
Address PO BOX 997 GLEN BURNIE MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

11-11-91

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

PIONEER STEREO, HITACHI 25" TV PANASONIC 19" TV..AND OTHER HOUSEHOLD GOODS AND PERSONAL CONSUMER PROPERTY LISTED WITH VALUES UNDER \$200.00

Name and address of Assignee

RECORD FEE 12.00  
RECORD TAX 24.50  
POSTAGE .50  
#245160 00-10 R04 T10-50  
11/25/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ronald A. Davis  
RONALD A DAVIS (Signature of Debtor)

Debbie L. Davis  
DEBBIE L DAVIS (Type or Print Above Name on Above Line)

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joyce M. Raley  
JOYCE M RALEY (Signature of Secured Party)

MANAGER

Type or Print Above Signature on Above Line

17 2452 50

535 16

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275483

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 535 17

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1154.20

If this statement is to be recorded in land records check here.

This financing statement Dated 10-31-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

#14561

Name CLIFTON AND KAREN ASHLEY  
Address 232 B WOOD HILL DR GLEN BURNIE, MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES  
Address PO BOX 997 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROEPRTY

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 12.00  
RECORD TAX 10.50  
POSTAGE .50  
MD45170 0040 R04 T15451  
11/25/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Clifton W. Ashley II  
(Signature of Debtor)

CLIFTON ASHLEY  
Type or Print Above Name on Above Line

Karen W. Ashley  
(Signature of Debtor)

KAREN ASHLEY  
Type or Print Above Signature on Above Line

Monica D. Zenittini  
(Signature of Secured Party)

MONICA D ZENITTINI CSR  
Type or Print Above Signature on Above Line

12  
103-50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14550 275484

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2650.84

If this statement is to be recorded in land records check here.

This financing statement Dated OCTOBER 27, 88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

#1455

1. DEBTOR

Name JEFFREY M. & PATSY M. ALLEN
Address 492 KENILWORTH CT. GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997
GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 12.00
RECORD TAX 21.00
POSTAGE .50
11/25/88

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Handwritten signature of Jeffrey M. Allen

JEFFREY M. ALLEN
Type or Print Above Name on Above Line

Handwritten signature of Patsy M. Allen

PATSY M. ALLEN
Type or Print Above Signature on Above Line

Handwritten signature of Gina Jordan

GINA JORDAN C.S.R.
Type or Print Above Signature on Above Line

Handwritten numbers: 12, 21, 5

FORM 535 18

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14540

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 27 185

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1332.37

If this statement is to be recorded in land records check here.

This financing statement Dated 10/25/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HOWARD D. & TRACY L. TRAINER

Address 8079 GREEN ORCHARD RD. GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONLA PROPERTY"

TELEVISION,VCR,RADIO,FIREARMS

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 12.00  
RECORD TAX 10.50  
POSTAGE .50  
#245190 CO40 804 115:52  
11/25/88

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Howard D. Trainer (Signature of Debtor)

HOWARD D. TRAINER  
Type or Print Above Name on Above Line

Tracy L. Trainer (Signature of Debtor)

TRACY L. TRAINER  
Type or Print Above Signature on Above Line

Steve Campbell Asst. Mgr. (Signature of Secured Party)

STEVE CAMPBELL ASST. MGR.  
Type or Print Above Signature on Above Line

12 1050 .50

535 19

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14557

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

275496

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3364.53

If this statement is to be recorded in land records check here.

This financing statement Dated OCT 28, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STEPHEN HOCK AND LORI HOCK  
Address 334 GATEWATER CRT 202

2. SECURED PARTY

Name GLEN BURNIE MARYLAND 21061  
AVCO FINANCIAL SERVICES  
Address 7164 D EAST FURNACE BRANCH RD GLEN BURNIE MARYLAND 210-61

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 11-04-91

4. This financing statement covers the following types (or items) of property: (list)

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PRERSONAL PROERTY

Name and address of Assignee

RECORD FEE 12.00  
RECORD TAX 24.00  
POSTAGE .50  
#245300 0040 R04 T10154  
11/05/88

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Stephen K. Hock  
STEPHEN HOCK (Signature of Debtor)

Lori L. Hock  
Type or Print Above Name on Above Line  
LORI HOCK

(Signature of Debtor)  
Type or Print Above Signature on Above Line

Joyce M. Raley  
JOYCE M. RALEY (Signature of Secured Party)  
MANAGER

Type or Print Above Signature on Above Line  
12-28-88

BOOK 535 -20

1

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14553

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

275487

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1223.33

If this statement is to be recorded in land records check here.

This financing statement Dated 10/27/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JUDY C. HOWARD

Address 7807-G WINBORNE DR. GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD TAX 11.00  
POSTAGE 10.50  
#243210 0040 R04 715.04  
11/25/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Judy C. Howard  
(Signature of Debtor)

JUDY C. HOWARD  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan  
(Signature of Secured Party)

GINA JORDAN C.S.R.

Type or Print Above Signature on Above Line

11  
1050  
-SU

BOOK 535 PAGE 221

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275488

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 788.13

If this statement is to be recorded in land records check here.  535 22

This financing statement Dated OCT 21, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

#4533

Name JEFFERY ANDERSON

Address 293MPC FT MEADE, MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 997 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORD FEE 11.00
RECORD TAX 7.00
POSTAGE .50
M245220 C040 R04 T15155
11/25/88

Jeffrey M. Anderson
(Signature of Debtor)
JEFFREY ANDERSON
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
MONICA D ZENITTINI CSR
Type or Print Above Signature on Above Line

15 7 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275489

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 535 11/23

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3007.68

If this statement is to be recorded in land records check here.

This financing statement Dated oct 27, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CURTIS JESTER

Address 301 WILSON BLVD GLEN BURNIE, MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BX 997 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- Bicycle
- Excercise Equip
- Firearms
- Guitars
- Stereo Equip
- VCR

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
RECORD TAX 24.50  
POSTAGE .50  
#245000 0040 104 115156  
11/25/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Curtis Jester*  
(Signature of Debtor)

Type or Print Above Name on Above Line

CURTIS JESTER  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*Monica D Zenittini*  
(Signature of Secured Party)

MONICA D ZENITTINI CSR  
Type or Print Above Signature on Above Line

11/23 HCU SD

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14595

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 535 24

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1223.33

If this statement is to be recorded in land records check here.  275-190

This financing statement Dated NOV. 10, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name VINCENT C. CLEMENTS

Address 293rd MP CO ROOM 235 FT MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINACIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY" SOLOFLEX WEIGHTS, 45 CAL GUN, MISC JEWELRY CHAINS AND RINGS, STEREO EQUIP, ZENITH TV EMERSON VCR

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00  
RECORD TAX 10.50  
POSTAGE .50  
#245240 CONO R04 T15+56  
11/23/88

*Vincent C Clements*  
(Signature of Debtor)

VINCENT C. CLEMENTS  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Joyce M Raley*  
(Signature of Secured Party)

JOYCE RALEY MGR.

Type or Print Above Signature on Above Line

11-1082-50

STATE OF MARYLAND

275191

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1700.76

If this statement is to be recorded in land records check here.

11-14-88

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TYSON P LEITCH  
Address 1716 RIVERDALE ROAD EDGEWATER MARYLAND 21037

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES  
Address 7164 FURNACE BRANCH RD PO BOX 997 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 11-14-90

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

WORK BENCH AND WEIGHTS, TWO SHOTGUNS, FISHING GEAR, STEREO EQUIP, WATERBED

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
RECORD TAX 14.00  
POSTAGE .50  
HD45050 0040 R04 115.07  
11/25/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Tyson P. Leitch  
(Signature of Debtor)  
TYSON P LEITCH

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joyce M Raley  
(Signature of Secured Party)  
JOYCE M RALEY MANAGER

Type or Print Above Signature on Above Line

11-14-88

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275492

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1332.37

If this statement is to be recorded in land records check here.

This financing statement Dated 11-15-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR BRIAN MADRID AND DANIEL MADRID

Name \_\_\_\_\_

Address 307 D MOUNTAIN RIDGE RD GLEN BURNIE MD 21061

2. SECURED PARTY

AVCO FIANNCIAL SERVICES

Name \_\_\_\_\_

Address PO BOX 997

GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

TV 26" COLOR

RECORD FEE 12.00  
RECORD TAX 10.50  
POSTAGE .50  
#245000 CD40 R04 115+50  
11/25/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Brian Madrid  
BRIAN MADRID (Debtor)

Type or Print Above Name on Above Line  
Daniel Madrid  
DANIEL MADRID (Debtor)

Type or Print Above Signature on Above Line

Joyce M Raley  
(Signature of Secured Party)  
JOYCE M RALEY MANAGER

Type or Print Above Signature on Above Line

10 10.50 50

535  
26

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 93

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$2269.67

If this statement is to be recorded in land records check here.

This financing statement Dated 11-15-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GRAYLN SURRETT AND SHARON SURRETT

Address 2909 B SECOND ARMY DRIVE FT MEADE Maryland 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address 7164 D EAST FURNACE BRANCH RD PO BOX 997 GLEN BURNIE MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 11-15-90

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

LAWN MOWER, CASSETTE PLAYER/RECORDER, SPEAKERS, TUNTABLE TV, TYPEWRITER

RECORD FEE 12.00  
RECORD TAX 17.50  
POSTAGE  
#245278 5040 R/24 715/017  
11/25/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Grayln Surratt*  
Signature of Debtor

GRAYLN SURRETT

*Sharon Surratt*  
Type or Print Above Name on Above Line

SHARON SURRETT

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Joyce M. Raley*  
(Signature of Secured Party)

JOYCE M RALEY MANAGER

Type or Print Above Signature on Above Line

12 17.50 - 50

600 535 927

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275191

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ n/a

If this statement is to be recorded in land records check here

This financing statement Dated November 23, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name McCleskey and Associates

Address 1825 George Avenue, Annapolis, Maryland 21401

2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

RECORD FEE 11.00
POSTAGE .50
1245200 0040 R04 T10102
11/23/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

McCleskey and Associates
[Signature]

(Signature of Debtor)

Mark P. McCleskey, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

[Signature]
(Signature of Secured Party)

Paul R. O'Connell, Vice President

Type or Print Above Signature on Above Line

BOOK 535 PAGE 28

11.00
.50
11.50

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

535 29

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~30466x~~ 264161

RECORDED IN LIBER 503 FOLIO 608 ON 10-16-86 (DATE)

1. DEBTOR

Name Revere Printing, Inc.  
Address 8234 Telegraph Road, Odenton, MD 21113

2. SECURED PARTY

Name Interstate Printing Equipment.  
Address 12351 Wilkins Avenue, Rockville, MD 20852

SIGNAL CAPITAL CORPORATION Liberty Lane, Hampton NH  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00  
POSTAGE .50

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: amendment</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>amend equipment location and billing address to:  8288 Telegraph Road Suite D Odenton, MD 21113</p>	

345 R01 T1141  
11/28/88

Dated November 14, 1988

Revere Printing Inc.  
(Signature of Secured Party)

Revere Printing, Inc.  
Type or Print Above Name on Above Line

BOOK 535 - 30

275495

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 21,500.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Court of Anne Arundel County.

5. Debtor(s) Name(s): BFPE International, Inc. Address(es): 7512 Connelley Drive  
Hanover, MD 21076

6. Secured Party: Maryland National Bank Address: Department: WSMM  
Attention: Laura Richardson Post Office Box 987, Mailstop 500-271  
Baltimore, Maryland 21203  
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

- A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment.* All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other.* All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: BFPE International, Inc.  
By: James L. Boyer, President (Seal)  
Type name and title, if any

Secured Party: Maryland National Bank  
By: Laura R. Richardson (Seal)  
Commercial Services Officer  
Type name and title

207-95 REV 1/86

### MARYLAND NATIONAL BANK

Mail To:  
Maryland National Bank  
Credit Collateral Unit  
P.O. Box 871  
Annapolis, Maryland 21404

11 15850 10

018765 8-9002

RECORD FEE 11.00  
150.50  
.50  
11/29/88

535 31

CERTIFICATION FOR ALLOCAT  
OF MARYLAND RECORDATION TAX

TO: Clerk

Date: July 29, 1988

RE: BFPE International, Inc.

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

- |    |  |                      |
|----|--|----------------------|
| 1. | Value of exempt Collateral                                 | \$ <u>146,463.00</u> |
| 2. | Value non-exempt Collateral                                | \$ <u>30,729.31</u>  |
| 3. | Value of Total Collateral                                  | \$ <u>177,192.31</u> |
| 4. | Computation of Amount of Debt Exempt from Recordation Tax: |                      |

	Total Amount		Amount of	
<u>Value of Exempt Collateral</u>	x	of Debt	=	Debt Exempt
<u>Value of Total Collateral</u>		Secured		from Tax
\$ <u>146,463.00</u>		x \$ <u>123,847.79</u>		= \$ <u>102,369.67</u>
\$ <u>177,192.31</u>				

- |    |                      |   |                                |   |                           |
|----|----------------------|---|--------------------------------|---|---------------------------|
| 5. | Loan Amount          | - | Amount of Debt Exempt from Tax | = | Amount of Non-Exempt Debt |
|    | \$ <u>123,847.79</u> |   | - \$ <u>102,369.67</u>         |   | = \$ <u>21,478.12</u>     |

6. Recordation Tax Due on Non-Exempt Debt:

	x	Tax Rate		=	Recordation Tax Due
Amount of Non-Exempt Debt		Per \$1,000			
\$ <u>21,478.12</u>		x \$ <u>7.00</u>			\$ <u>149.80</u>

\*\*Recordation Tax due has been rounded up to the nearest \$500.00 as required by the county making the tax due \$150.50 based on \$21.5K.

By: James L. Boyer  
James L. Boyer, President

FINANCING STATEMENT

275496

1. Name & Address of Debtor: ANNAPOLIS STAMP AND COIN COMPANY (not a corporation) and JOHN MICHAEL NORMYLE 208 West Street Annapolis, Maryland 21401

BOOK 535 PAGE 32

2. Name & Address of Secured Party: CHARLES S. BROWN, SR. and LORRAINE BROWN, his wife 28 Ridge Avenue Edgewater, Maryland 21037

3. This Financing Statement covers the following types (or items) of property:

a. All inventory now owned by Debtor and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted together with all cash and non-cash proceeds and products thereof.

b. All of Debtor's accounts, both now owned and hereafter acquired together with (i) all cash and non-cash proceeds thereof and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

c. All of Debtor's general intangibles, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products of all such goods.

d. All of Debtor's equipment and fixtures, both now owned and hereafter acquired, together with all additions, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith; and all replacements thereof and substitutions therefor. All such fixtures are attached to the real property known as 208 West Street, Annapolis, Maryland 21401.

e. Proceeds of all collateral are covered.

4. This transaction is subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland. The amount of debt secured hereby is \$75,000.00.

Debtor: Annapolis Stamp and Coin Company

Secured Party: Charles S. Brown, Sr.

RECORD FEE 12.00  
RECORD TAX 525.00  
POSTAGE .50  
#335600 C237 R02 T14:34  
11/28/88

By: [Signature]  
John Michael Normyle

[Signature]  
Lorraine Brown

misc/normyle

12.00  
525.00  
535.00

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 236251 recorded in Liber 433, Folio 129 on January 12, 1981 (date).

1. DEBTOR(S):

Name(s): 175 Associates, a Maryland general partnership

Address(es): c/o Ephraim Winer, 8580 B Laurel Drive

Laurel, Maryland 20810

2. SECURED PARTY:

Name: The Equitable Trust Company

Address: 100 S. Charles Street

Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. [ ] CONTINUATION. The original Financing Statement referred to above is still effective.
4. [X] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. [ ] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. [ ] AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. [ ] RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8.

9. DEBTOR:

[Blank lines for Debtor information]

SECURED PARTY:

EQUITABLE BANK National Association successor in interest to The Equitable Trust Company

By: Gayle Riecks

Gayle Riecks, Vice President

(Type Name and Title)

By: Barbara A. Wykowski

Barbara A. Wykowski, Corporate Banking Officer

Handwritten number 10 and a signature

BOOK 535 page 34

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  REES, WILLIAM C. & BARBARA L. 2413 ANDORA PL. RESTON, VA. 22091	2. Secured Party(ies) and address(es)  BERKELEY FEDERAL SAVINGS & LOAN 21 Bleeker Street Millburn, NJ 07041	3. Maturity date (if any):  For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 POSTAGE .50 #237750 0777 R03 T11:30 11/29/88
---	---	---

4. This statement refers to original Financing Statement bearing File No. 248585  
 Filed with Anne Arundel CO Date Filed 7/25/83 1983

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. *11-22-88*
- 10.

No. of additional Sheets presented:

BERKELEY FEDERAL SAVINGS & LOAN

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 6 is applicable).

By: *[Signature]*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical *103* STANDARD FORM - FORM UCC-3

V

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275539

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Castle Food Products Corporation
Address 8375 Patuxent Range Road, Jessup, MD 20794

2. SECURED PARTY

Name Bell Atlantic-TriCon Leasing Corporation
Address 1800 JFK Blvd., 14th Floor
Philadelphia, PA 19103

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list) #41574

Name and address of Assignee

See Attached Schedule "A"

"Equipment Lease does not creat a Security Interest"

XXX Proceeds C

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

The Castle Food Products Corporation

BY: X [Signature], EXEC. VP
(Signature of Debtor)

ERIC D. BECKER, EXEC. VICE PRESIDENT Bell Atlantic-TriCon Leasing Corporation
Type or Print Above Name on Above Line

[Signature] President [Signature]
(Signature of Debtor) (Signature of Secured Party)

ELI W. SCHLOSSBERG PRES. [Signature]
Type or Print Above Signature on Above Line Type or Print Above Signature on Above Line

RECORD FEE 11.00
#237790 DT17 R03 T11:30
11/29/88

135

11

Schedule "A" to Agreement between BELL ATLANTIC TRICON LEASING CORPORATION,  
and The Castle Food Products Corporation  
Dated \_\_\_\_\_

RDCI Data Systems  
9101 Guilford Road  
#115  
Columbia, MD 21046

- 1 - Software
- 12 - MSI Hand Held Terminal
- 12 - Optical Scanning Wands
- 12 - Leather Cases
- 1 - STM Communication's Software
- 1 - VDS
- 1 - Voice Response Board  
Wands

DGM Enterprises, Inc.  
5187 Raynor Avenue  
Linthicum Heights, MD 21090

- 1 - 4650 Panasonic Copier, 20 Bin, LCPC

Bohdan Associates Inc  
4358 E. Diamond Avenue  
P.O. Box 487  
Gaithersburg, MD 20877

- 1 - CMQ Deskpro, 286 Model 20, 1.2MB FDD,  
20MB Hard, 640K
- 1 - CMQ 1.44MB Diskette Drive for DP286,  
DP386, DP386/20/25
- 1 - CMQ Dual Mode Video Board
- 1 - CMQ Green Monitor Dual Mode
- 1 - CMQ MS DOS & Basic V 3.3
- 1 - Lotus 1-2-3 Spreadsheet, 3.5"
- 1 - Remove 1.2 Drive for Credit
- 1 - CMQ 1.2MB Diskette Drive for DP286,  
DP386, DP386/20/25

Dell Direct Sales  
Corporation  
9505 Arboretum Blvd.  
Austin, TX 78759

- 1 - S&S220, VGA Color Plus, 40ea
- 1 - Honeywell Bull Service
- 1 - Dell MS-DOS 3.30

535 37

FINANCING STATEMENT—MARYLAND

File No. 275510

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. The name and address of the Debtor is:

**Corman Construction, Inc.**  
8111 Annapolis Junction Road, P.O. Box 160  
Jessup, MD 20794-0160

2. The name and address of the Secured Party (or Assignee) is:

**First Virginia Commercial Corporation**  
6400 Arlington Boulevard  
Falls Church, VA 22046

3. The maturity date of the obligation (if any) is: \_\_\_\_\_

4. This Financing Statement covers the following types (or items) of property: (Describe)

**Four (4) Terex TS-14B Scrapers, SN HS21207, HS21211, HS21222, and HS21238, complete with all attachments**

5. Check the lines which apply if any, and supply the information indicated:

(If collateral is crops). The above described crops are growing or are to be grown on: \_\_\_\_\_  
(describe real estate)

(If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: \_\_\_\_\_  
(describe real estate)

(If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

(If products of collateral are claimed) Products of the collateral are also covered.

6. Transaction is  is not  (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$\_\_\_\_\_

RECORD FEE 11.00  
POSTAGE .50  
#23720 CT77 103 11:27  
11/29/88

Debtor(s):

**Corman Construction, Inc.**

*W G Cox*  
William G. Cox, President

Secured Party:

**First Virginia Commercial Corporation**

*Harold V Dellinger II*  
By \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

**Harold V. Dellinger, II**  
Vice President

(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.  
All Information Must Be Typewritten or Printed in Ink

17.50

535 38

TO BE RECORDED AMONG THE FINANCING STATEMENTS OF ANNE ARUNDEL COUNTY, MARYLAND  
UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268991

RECORDED IN LIBER 515 FOLIO 493 ON August 12, 1987 (DATE)

1. DEBTOR

Name Fishing Creek Farm Associates, Inc. and Mark R. Vogel  
c/o Mark R. Vogel, The Watergate,  
Address 600 New Hampshire Avenue, Washington, D.C. 20037

2. SECURED PARTY

Name Second National Federal Savings Bank  
Address Post Office Box 2558, Salisbury, Maryland 21801

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00

POSTAGE .50

#237650 CT77 R03 111:22

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See below.
	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
	BEING KNOWN AND DESIGNATED as Lot No. ** as shown on Plat entitled "FISHING CREEK FARM, Plat Two of Nine, A Cluster Subdivision", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 109, folio 46.	
	BEING one of those lots of ground described in a Deed dated August 10, 1987, and recorded among the Land Records of Anne Arundel County in Liber H.E.S. 4429, folio 303, which was granted and conveyed from Margaret E. Huguely, et al. to Fishing Creek Farm Associates, Inc.	

\*\*38 & 39

SECOND NATIONAL FEDERAL SAVINGS BANK

Dated Aug 12, 1988

BY: *Marion J. Minker, Jr.*  
(Signature of Secured Party)

Marion J. Minker, Jr., Executive Vice President

Type or Print Above Name on Above Line

1580

Ta/785

535 -39

TO BE RECORDED AMONG THE FINANCING STATEMENTS OF ANNE ARUNDEL COUNTY, MARYLAND.  
UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268357

RECORDED IN LIBER 514 FOLIO 61 ON June 30, 1987 (DATE)

1. DEBTOR

Name  Fishing Creek Farm Associates, Inc. and Mark R. Vogel  
c/o Mark R. Vogel, The Watergate,  
Address 600 New Hampshire Avenue, Washington, D.C. 20037

2. SECURED PARTY

Name Second National Federal Savings Bank  
Address Post Office Box 2558, Salisbury, Maryland 21801

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See below.

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

RECORD FEE

POSTAGE

#237660 0777 R03

10.00

.50

111-23

11/29/88

BEING KNOWN AND DESIGNATED as Lot No. \*\* as shown on Plat entitled "FISHING CREEK FARM, Plat Two of Nine, A Cluster Subdivision", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 109, folio 46.

BEING one of those lots of ground described in a Deed dated August 10, 1987, and recorded among the Land Records of Anne Arundel County in Liber H.E.S. 4429, folio 303, which was granted and conveyed from Margaret E. Huguely, et al. to Fishing Creek Farm Associates, Inc.

\*\*38 & 39

SECOND NATIONAL FEDERAL SAVINGS BANK

Dated

Aug 12, 1988

BY:

Marion Minker, Jr.

(Signature of Secured Party)

Marion J. Minker, Jr., Executive Vice President

Type or Print Above Name on Above Line

15.00

T4753

535 40

TO BE RECORDED AMONG THE FINANCING STATEMENTS OF ANNE ARUNDEL COUNTY, MARYLAND.  
UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268991

RECORDED IN LIBER 515 FOLIO 493 ON August 12, 1987 (DATE)

1. DEBTOR

Name  Fishing Creek Farm Associates, Inc. and Mark R. Vogel  
c/o Mark R. Vogel, The Watergate,  
Address 600 New Hampshire Avenue, Washington, D.C. 20037

2. SECURED PARTY

Name Second National Federal Savings Bank  
Address Post Office Box 2558, Salisbury, Maryland 21801

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See below.</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

BEING KNOWN AND DESIGNATED as Lot No. 19 as shown on Plat entitled "FISHING CREEK FARM, Plat Five of Nine, A Cluster Subdivision", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 110, folio 2.

BEING one of those lots of ground described in a Deed dated August 10, 1987, and recorded among the Land Records of Anne Arundel County in Liber H.E.S. 4429, folio 303, which was granted and conveyed from Margaret E. Huguely, et al. to Fishing Creek Farm Associates, Inc.

RECORD FEE 10.00  
POSTAGE .50  
7-27-88 11:23  
8/29/88

SECOND NATIONAL FEDERAL SAVINGS BANK

Dated 8/12/88

BY: Marion J. Minker, Jr.  
(Signature of Secured Party)

Marion J. Minker, Jr., Executive Vice President  
Type or Print Above Name on Above Line

1580

74753

535 -41

TO BE RECORDED AMONG THE FINANCING STATEMENTS OF ANNE ARUNDEL COUNTY, MARYLAND  
UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268357

RECORDED IN LIBER 514 FOLIO 61 ON June 30, 1987 (DATE)

1. DEBTOR

Name Fishing Creek Farm Associates, Inc. and Mark R. Vogel  
c/o Mark R. Vogel, The Watergate,  
Address 600 New Hampshire Avenue, Washington, D.C. 20037

2. SECURED PARTY

Name Second National Federal Savings Bank  
Address Post Office Box 2558, Salisbury, Maryland 21801

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See below.</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
	<p>BEING KNOWN AND DESIGNATED as Lot No. 19 as shown on Plat entitled "FISHING CREEK FARM, Plat Five of Nine, A Cluster Subdivision", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 110, folio 2.</p>	
	<p>BEING one of those lots of ground described in a Deed dated August 10, 1987, and recorded among the Land Records of Anne Arundel County in Liber H.E.S. 4429, folio 303, which was granted and conveyed from Margaret E. Huguely, et al. to Fishing Creek Farm Associates, Inc.</p>	

RECORD FEE 10.00  
POSTAGE .50  
#237670 0777 R03 111:23  
11/29/88

SECOND NATIONAL FEDERAL SAVINGS BANK

Dated 8/12/88 BY: Marion Minker

(Signature of Secured Party)  
Marion J. Minker, Jr., Executive Vice President  
Type or Print Above Name on Above Line

15W

535-42

# not used

11-29-88

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 535 43 275511

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B&C Land Clearing Company, Inc.
Address Box 66 Lokus Rd. Odenton, MD 21113

2. SECURED PARTY

Name Sequa Financial Corporation
Address 420 Lexington Ave., New York, NY 10170

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- (1) Hydro-Ax Feller Buncher Model 511B
(1) Caterpillar Crawler Dozer Model D-8K

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#245920 0040 R04 T14+44
11/29/88

Richard Wayne Beatty (President)
(Signature of Debtor)

B&C Land Clearing Company, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

Sequa Financial Corporation
Type or Print Above Signature on Above Line

275512

535 11

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3  The Debtor is a transmitting utility

1 Debtor(s) (Last Name First and Address(es))  
 CARMICHAEL PAUL E.  
 CARMICHAEL PATRICIA L.  
 7387 S. ELDON CT.  
 HANOVER MD 21076

2 Secured Party(ies) Name(s) and Address(es)  
 CHESAPEAKE MH OF LAUREL, MD  
 10039 N. SECOND AVENUE  
 LAUREL, MD 20707

4 For Filing Officer Date Time No. Filing Office  
 RECORD FEE 12.00  
 POSTAGE .50  
 #245930 0040 R04 T14:46  
 11/29/88

5 This Financing Statement covers the following types (or items) of property  
 1989 BRIGADIER KNOX 24 X 52  
 SERIAL # 33128AB AND INCLUDING ALL FURNITURE, FIXTURES,  
 APPLIANCES AND APPURTENANCES THEREIN AND THERETO;  
 INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
 INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT

6 Assignee(s) of Secured Party and Address(es)  
 GREEN TREE ACCEPTANCE INC.  
 2200 OPITZ BOULEVARD SUITE 245  
 WOODBRIDGE, VA 22194

Products of the Collateral are also covered

8 Describe Real Estate Here  This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

The described crops are growing or to be grown on \*

The described goods are or are to be affixed to \*

The lumber to be cut or minerals or the like (including oil and gas) is on \*

\*(Describe Real Estate in Item 8)

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

CARMICHAEL PAUL E. CARMICHAEL PATRICIA L. CHESAPEAKE MH OF LAUREL, MD

By *Paul E Carmichael Patricia L Carmichael* Signature(s) of Debtor(s) By \_\_\_\_\_ Signature(s) of Secured Party(ies)  
 (Required only if Item 10 is checked)

(3/83) (1) Filing Officer Copy - Numerical  
 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

A. A. Co.

275513

800 535 -45

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)          The Carpet Shoppe, Inc.          1327 Ashton Road          Hanover, MD 21076</p>	<p>2. SECURED PARTY and Address          SIGNET BANK/MARYLAND          Baltimore &amp; St. Paul Streets          Baltimore, Maryland 21203          Attn: <u>Renee Vick - 70609</u></p> <hr/> <p>Return to Secured Party</p>
---	--

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever;

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

RECORD FEE	11.00
RECORD TAX	140.00
POSTAGE	.50

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction  (is not) exempt from the recordation tax. (Md.)

#245970 0040 R04 T14451

Principal amount of debt initially incurred is: \$ 20,000.00

11/27/88

DEBTOR:

SECURED PARTY:

The Carpet Shoppe, Inc.  
(Type Name)

SIGNET BANK/MARYLAND Towne Center Office

By: Wilbert Speedt Pres.  
Wilbert Speedt, Pres.

By: Sandra A Wanger Mgr

Sandra Wanger, Manager  
(Type Name)

By: \_\_\_\_\_

November 25 19 88

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

11.00  
140.00  
-50  
151.50

275511

535 - 46

### FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p><i>Witty Construction, Inc</i>  <i>2440 Cedar Ave.</i>  <i>Annapolis, MD 21401</i></p>	<p>2. SECURED PARTY</p> <p><b>THE PARADIES DISTRIBUTING CO.</b>          3000 Waterview Avenue          Baltimore, Maryland 21230</p>
--	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

- 4. Proceeds of collateral are covered hereunder.
- 5. This transaction is exempt from the recordation tax. (Md.)
- 6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

11.00  
#248070 C040 R04 T15:07  
11/29/80

DEBTOR:

SECURED PARTY:

\_\_\_\_\_  
(Type Name)

By: *David K. Witty* PRES. (SEAL)  
 By: \_\_\_\_\_ (SEAL)

**THE PARADIES DISTRIBUTING CO.**

By: *John J. Mulkey*  
 John J. Mulkey  
 Vice President/Treasurer 19\_\_\_\_  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

11.00

**FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE**  
**Terms and Conditions of Security Agreement**

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.
2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.
3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.
4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.
5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

275515

BOOK 535 - 48

### FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p style="text-align: center;">Kitchen by Design, Inc. 1994 Moreland Pkwy. #6 Annapolis, MD 21401 269-7806 ● 721-5480</p>	<p>2. SECURED PARTY</p> <p style="text-align: center;"><b>THE PARADIES DISTRIBUTING CO.</b> 3000 Waterview Avenue Baltimore, Maryland 21230</p>
--	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and repossessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof, *As Sold BY THE PARADIES DIST. CO. ONLY.*

- 4. Proceeds of collateral are covered hereunder.
- 5. This transaction is exempt from the recordation tax. (Md.)
- 6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

RECORD FEE 11.00  
 2246100 0040 R04 T15400  
 11/29/88

DEBTOR: Kitchen by Design, Inc.  
 1994 Moreland Pkwy. #6  
 Annapolis, MD 21401  
 269-7806 ● 721-5480

SECURED PARTY:

THE PARADIES DISTRIBUTING CO.

(Type Name)  
 By: Arthur Stump, Pres (SEAL)  
 By: \_\_\_\_\_ (SEAL)

By: John J. Mulkey  
 John J. Mulkey  
 Vice President/Treasurer  
 October 13 1988  
 (Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
 MD, VA, DC, PA - Inventory

11.00

**FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE**  
**Terms and Conditions of Security Agreement**

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

535  
419

275516

### FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p><i>Witty Construction Inc</i> <i>2440 Cedar Ave</i> <i>Annapolis, MD 21401</i></p>	<p>2. SECURED PARTY</p> <p><b>THE ZAMOISKI CO.</b> 3000 Waterview Avenue Baltimore, Maryland 21230</p>
--	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

RECORD FEE 11.00  
#346110 C040 R04 T15409  
11/27/88

DEBTOR:

SECURED PARTY:

*David K. Witty*  
\_\_\_\_\_  
(Type Name) PRES.

**THE ZAMOISKI CO.**  
*John J. Wilkey*  
\_\_\_\_\_  
John J. Wilkey  
Vice President/Treasurer

By: \_\_\_\_\_ (SEAL)  
*David K. Witty, President*

By: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_ (SEAL)

(Date Signed by Debtor) 19 \_\_\_\_

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

11.00

**FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE**  
**Terms and Conditions of Security Agreement**

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

F000 535 51

275517

**FINANCING STATEMENT  
AND SECURITY AGREEMENT**

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p style="text-align: center;">Kitchen by Design, Inc. 1994 Moreland Pkwy. #6 Annapolis, MD 21401 269-7806 ● 721-5480</p>	<p>2. SECURED PARTY</p> <p style="text-align: center;"><b>THE ZAMOISKI CO.</b> 3000 Waterview Avenue Baltimore, Maryland 21230</p>
--	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof, *As Sold BY THE ZAMOISKI CO. ONLY.*

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

RECORD FEE 11.00  
 #246130 C040 R04 T15117  
 11/29/88

DEBTOR:

Kitchen by Design, Inc.  
1994 Moreland Pkwy. #6  
Annapolis, MD 21401  
269-7806 ● 721-5480

(Type Name)

SECURED PARTY:

**THE ZAMOISKI CO.**

By: *Arthur E Stump, Pres.* (SEAL)  
 Arthur E Stump, President

By: \_\_\_\_\_ (SEAL)

By: *John J. Malkey*  
 John J. Malkey  
 Vice President, Treasurer

(Date Signed by Debtor) 1988

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
 MD, VA, DC, PA - Inventory

11.00

**FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE**  
**Terms and Conditions of Security Agreement**

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

535  
553

STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC-1

Identifying File No. BOOK 535 PAGE 54

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 11/28/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

275548

1. DEBTOR

Name STANS LAWN CARE & LANDSCAPING, INC.

Address 119 E BAYVIEW DR ANNAPOLIS, MARYLAND 21403

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.

Address 41 DEFENSE HWY ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW KUBOTA TRACTOR MN# F2000 SN# 10706
- 1 NEW KUBOTA MOWER MN# RC72F20 SN#
- 1 NEW KUBOTA SNOWBLOWER MN# F2519 SN# 270114
- 1 NEW KUBOTA CAB MN# F1089 SN# 100

Name and address of Assignee  
**KUBOTA CREDIT CORPORATION**  
 P.O. Box 105598  
 Atlanta, GA 30348-5598

RECORD FEE 11.00  
 POSTAGE .50  
 #246140 0040 R04 715118  
 11/29/88

KUBOTA CONTRACT # 13400-816223

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

11.50

Stan F. Smith  
 (Signature of Debtor)

**STAN F. SMITH PRES.**  
 Type or Print Above Name on Above Line

\_\_\_\_\_  
 (Signature of Debtor)

Type or Print Above Signature on Above Line

John J. ...  
 (Signature of Secured Party)

**BALDWIN SERVICE CENTER, INC.**  
 Type or Print Above Signature on Above Line



275519

BOOK 535 PAGE 55

### FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<b>1. DEBTOR(S) and Address(es): (last name first)</b> Ben Oaks Appliance Center Inc. 545 Baltimore Annapolis Blvd. Severna Park, Maryland 21146	<b>2. SECURED PARTY</b>  <b>THE PARADIES DISTRIBUTING CO.</b> 3000 Waterview Avenue Baltimore, Maryland -21230
---	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

RECORD FEE 11.00  
#246120 0040 R04 T15+10  
11/29/88

DEBTOR:

SECURED PARTY:

Ben Oaks Appliance Center Inc.

THE PARADIES DISTRIBUTING CO.

(Type Name)

By: *Phillip Rausenberger* (SEAL)  
 Phillip Rausenberger, Pres.

By: \_\_\_\_\_ (SEAL)

By: *John J. Mulkey*  
 John J. Mulkey  
 Vice President/Treasurer

\_\_\_\_\_  
 (Date Signed by Debtor) 19\_\_

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
MD, VA, DC, PA - Inventory

11.00

**FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE**  
**Terms and Conditions of Security Agreement**

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. ~~53500~~

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name High Spire Yacht Services, Inc. #6582  
Address 690 Fairview Ave., Annapolis, Maryland 21403

RECORD FEE 11.00  
POSTAGE .50

2. SECURED PARTY

Name Diversified Leasing, Inc.  
Address 133 Defense Highway, Suite #207, Annapolis, Maryland 21401

#237950 0777 R03 T13+56  
11/29/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- One (1) Compaq Desk Pro 386 S-40 w/ 40 MEG tape backup
- One (1) VGA Color Monitor
- One (1) Epson LQ850 Printer
- Computer and Printer Stands

Name and address of Assignee

\* FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

G. Michael Meyers President  
(Signature of Debtor)

E. Michael Meyers  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Ellen T. Collins, Corp Secy.  
(Signature of Secured Party)

Ellen T. Collins, Corp Secy.  
Type or Print Above Signature on Above Line

1150

File with Anne Brundel County

535 458

3488

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 243194  
RECORDED IN LIBER PD 451 FOLIO ~~451~~ 254 ON July 2, 1982 (DATE)

1. DEBTOR

Name Romeo Ferrer & Anna E. Ferrer  
Address 710 White Swan Drive, Arnold, Maryland 21012

2. SECURED PARTY

Name Second National Building & Loan, Inc.  
Address P. O. Box 2558, Salisbury, Maryland 21801-2558

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 10.00  
#237970 C177 R03 T13:59  
11/29/88  
CK

Second National Building & Loan, Inc.

Dated July 9, 1986

Debbie Bailey  
(Signature of Secured Party)

Type or Print Above Name on Above Line

Debbie Bailey  
Assistant Vice President

169

275521

BOOK 535 PAGE 59

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Albert L. Calvert

58 Crownsville Road #66  
Crownsville, Maryland 21038

A.A. Co.

SECURED PARTY (Dealer)

Chesapeake Mobile Homes of Laurel, Inc.  
P.O. Box 288  
Millersville, Maryland 21108

ASSIGNEE (Bank)

THE BANK OF BALTIMORE  
(Assignee)

Address: P.O. Box 896  
Baltimore, Maryland 21203

RECORD FEE 11.00  
POSTAGE .50  
#237980 CTIT R03 113:59  
11/29/88

*[Handwritten mark]*

1. This financing statement covers the following types (or items) of property (the collateral).  
NEW 1989 Imperial Homes Corp. "Regal" Print 231 Mobile Home  
Beige, 70 X 14, Serial # IH892710
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to Assignee named above at the address stated.

DEBTOR:

SECURED PARTY:

*Albert L. Calvert*  
Albert L. Calvert  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: *Barry Mock*  
\_\_\_\_\_

**Note:** The Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc. which has been assigned to The Bank of Baltimore.

1150

10.00

BOOK 535 PAGE 60

*One Hundred MD*

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266960  
RECORDED IN LINE# 510 VOLUME 380 ON 4/6/87 (DATE)

1. DEBTOR

Name Swartz Construction Inc  
Address 2907 S. Haven Drive Annapolis, MD 21401

2. SECURED PARTY

Name HOPKINS LEASING CORP.  
Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00  
#237990 0777 R03 714:00  
11/29/88

STATEMENT OF ASSIGNMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is null and void.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> YYYX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, continuation, etc.)</p>

ASSIGNED TO: MERITOR SAVINGS BANK - Commercial Leasing Dept  
1234 Market Street  
Philadelphia, PA 19107-3796  
(ph: 215-636-6291)

please send validated financing statements to:  
K. Bastian  
c/o Lesser & Kaplin, PC  
640 Six Sentry Parkway  
Blue Bell, PA 19068  
(ph: 215-828-2900)

" NOT SUBJECT TO RECORDATION TAX "

"CMLBKG"

Dated 8/29/88

B. Rosen  
(Signature of Secured Party)

B. Rosen  
Type or Print Above Name on Above Line

*10*

*Anne Arundel Co. MD*

BOOK 535 PAGE 61

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269053

RECORDED IN LIBER 516 FOLIO 19 ON 8/13/87 (DATE)

1. DEBTOR

Name Schumacher & Seiler, Inc  
Address 126 N. Langley Road Glen Burnie, MD 21061

2. SECURED PARTY

Name HOPKINS LEASING CORP.  
Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 10.00  
#238000 0777 R03 114:00  
11/29/88

3. Maturity date of obligation (if any)

CHECK IN FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>ASSIGNED TO: MERITOR SAVINGS BANK - Commercial Leasing Dept 1234 Market Street Philadelphia, PA 19107-3796 (ph: 215-636-6291)</p>	
	<p>please, send validated financing statements to: K. Bastian c/o Lesser &amp; Kaplin, PC 640 Six Sentry Parkway Blue Bell, PA 19422 (ph: 215-828-2900)</p>	

" NOT SUBJECT TO RECORDATION TAX "

"CMLBKG"

Dated 8/29/88

B. Rosen  
(Signature of Secured Party)

B. Rosen  
Type or Print Above Name on Above Line

*15*

*Arce, Donald Co.*

535 62

10.00

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 452573

RECORDED IN LIBER 492 FOLIO 394 ON 12/12/85 (DATE)

1. DEBTOR

Name Free State Press Inc  
Address 79 West St. Annapolis, MD 21401

2. SECURED PARTY

Name HOPKINS LEASING CORP.  
Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

ASSIGNED TO: MERITOR SAVINGS BANK - Commercial Leasing Dept  
1234 Market Street  
Philadelphia, PA 19107-3796  
(ph: 215-636-6291)

please send validated financing statements to:  
K. Bastian  
c/o Lesser & Kaplin, PC  
640 Six Sentry Parkway  
Blue Bell, PA 19422  
(ph: 215-828-2900)

RECORD FEE 10.00  
#239010 CT77 R03 T14:01  
11/29/88

" NOT SUBJECT TO RECORDATION TAX "

"CMLBKG"

Dated 8/29/88

B. Rosen  
(Signature of Secured Party)

B. Rosen  
Type or Print Above Name on Above Line

16-

*Arne Lundel*

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270148

RECORDED IN LIBER 518 FOLIO 616 ON 10/13/87 (DATE)

1. DEBTOR

Name ATS Co.  
Address 107 Vista Ave. Glen Burnie MD 21061

2. SECURED PARTY

Name HOPKINS LEASING CORP.  
Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> XXXX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNED TO: MERITOR SAVINGS BANK - Commercial Leasing Dept 1234 Market Street Philadelphia, PA 19107-3796 (ph: 215-636-6291)</p> <p>please send validated financing statements to: K. Bastian c/o Lesser &amp; Kaplin, PC 640 Six Sentry Parkway Blue Bell, PA 19422 (ph: 215-828-2900)</p>	

RECORD FEE 10.00  
#238020 0777 R03 T14:02  
11/29/88

GK

" NOT SUBJECT TO RECORDATION TAX "

"CMLBKG"

Dated 8/29/88

*B. Rosen*  
(Signature of Secured Party)

B. Rosen  
Type or Print Above Name on Above Line

15

275522

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):  
James Hawkins T/A  
Hawkins Trucking  
3545 Fox Hall Drive  
Davidsonville, MD 21035  
M-33664

(2) Secured Party(ies) (Name(s) And Address(es):  
Alban Tractor Co Inc  
P O Box 9595  
Baltimore, MD 21237

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown  
On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer

RECORD FEE 12.00  
POSTAGE .50  
#238040 0777 R03 T14:09  
11/29/88

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #D4H Tractor S/N 8PB02819

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

A.A.

(6) Signatures: Debtor(s)  
James Hawkins T/A  
Hawkins Trucking

Secured Party(ies) [or Assignees]

Alban Tractor Co Inc

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction and

Collateral Is Brought Into This State

Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

(By)   
Standard Form Approved by N.C. Sec. of State  
and other states shown above.

(1) Filing Officer Copy - Numerical

12.50

UCC-1

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 267931 recorded in Liber 513 Folio 132 on 6/9/87 at Anne Arundel Co.

1. DEBTOR(S): RJW Enterprises, INC
ADDRESS(ES): 3105 Bennington Court - 1200 Rt. 3 Crofton Parkway
Baldwin, Md. 21013 Crofton, Maryland 21114
2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: LDRU
ADDRESS, MAILSTOP: 02 28 01; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):
RJW Enterprises, Inc-3105 Bennington Court-Baldwin, Md. 21013
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)
3. CONTINUATION. The original Financing Statement referred to above is still effective.
4. xx TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
a. Not subject to Recordation Tax.
b. Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.
7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8.

RECORD FEE 10.00
#238060 0777 R03 714:13
11/29/88



DEBTOR(S): \_\_\_\_\_
(Signature necessary only if Item 6 is applicable)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY: *Eleanor L. St. Clair* (SEAL)

(Eleanor L. St. Clair)

Assistant Vice President

(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

207-126 REV. 4-86

10-00







FINANCING STATEMENT FORM UCC-1 535

Identifying File No. 68

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mayur Desai, Kokila Patel, Kailash Patel, Navin Patel, and P.D.P. Corporation, all trading as "Dunkin Donuts of Crofton Maryland"
Address 1200 Rt. 3, Crofton Parkway, Crofton, MD 21114

2. SECURED PARTY

Name R.J.W. Enterprises, Inc.
Address c/o Richard L. Watson 13 Ballyhean Court Lutherville, Maryland 21093

RECORD FEE 16.00 #238090 0777 R03 T14:15 11/29/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Attached "Exhibit A"

Name and address of Assignee

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

P.D.P. CORPORATION

Navin G. Patel (Signature of Debtor)

R.J.W. ENTERPRISES, INC.

Navin G. Patel (Signature of Debtor)

Richard L. Watson (Signature of Secured Party)

Mayur Desai

Richard L. Watson Type or Print Above Signature on Above Line

Kokila A. Patel Kailash S. Desai
Kokila Patel Kailash Patel DESAI

EXHIBIT A

BOOK 535 - 69

- (a) all inventory of the Debtor (including finished products and raw materials), stock and all other sufficient supplies of the Debtor as normally stocked in the ordinary course of the Debtor's business.
- (b) all machinery, equipment, trade fixtures, appliances, signs, supplies, furniture, spare parts, tools and other tangible personal property of the Debtor utilized in the course of its business;
- (c) all of the Debtor's right in and to the name "Dunkin' Donuts of Crofton" and any derivation or variation thereof;
- (d) all licenses, permits, approvals or other authorizations issued or granted by any governmental or regulatory authority;
- (e) all cash on hand, deposit accounts, investment securities, rights to receive payments and all other assets of a comparably liquid nature; and
- (f) all accounts receivable, contract rights and general intangibles of the Debtor.

STATE OF MARYLAND

535 70

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. -- FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250522

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON January 19, 1984 (DATE)

Anne Arundel County

1. DEBTOR

Name Stammer's Marine Center, Inc.

Address 8938 & 8878 Fort Smallwood Road; Pasadena, MD 21112 (SEE ATTACHED)

2. SECURED PARTY

Name ITT Commercial Finance Corp.

Address 450 Shattuck Ave. South  
P.O. Box 1185; Renton, WA 98057

RECORD FEE 10.00  
POSTAGE .50  
#238100 0777 R03 114116  
11/29/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

10.50

Dated November 7, 1988

*Chuck Zittel*

(Signature of Secured Party)

ITT Commercial Finance Corp.

Type or Print Above Name on Above Line

Debtor: Stammer's Marine Center, Inc.  
Shipley's Boatyard  
Shipley Dr.; Pasadena, MD 21122  
Corker's Boatyard  
Water Oak Point Rd.; Pasadena, MD 21122  
Carback's Marina  
1856 Cedar Dr.; Pasadena, MD 21122

Secured Party: ITT Commercial Finance Corp.  
450 Shattuck Ave. South  
P.O. Box 1185  
Renton, WA 98057

Stammer's Marine Center, Inc.

---

ITT Commercial Finance Corp.

*Church Zittel*

---

BOOK 535 PAGE 72

275526

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and Address(es) HAYES, HUGH DON <del>XXXX</del> FLORENCE VIRGINIA Sigmon 1 N. GAIL STREET LAUREL MD 20707		2 Secured Party(ies) Name(s) and Address(es) BRYANT & BRYANT 12712 KESWICK LANE BOWIE, MD 20715		3 <input type="checkbox"/> The Debtor is a transmitting utility	
5 This Financing Statement covers the following types (or items) of property 1986 DE ROSE BREN 24 X 60 SERIAL # D12-25771 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT <input type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194		4 For Filing Officer: Date, Time, No. Filing Office RECORD FEE 12.00 #238110 0777 R03, T14:18 11/29/88	
8 Describe Real Estate Here <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		9 Name of a Record Owner		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)	

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

No. & Street	Town or City	County	Section	Block	Lot
HAYES HUGH DON	Sigmon	<del>XXXX</del> FLORENCE VIRGINIA			

By *Hugh D Hayes* Signature(s) of Debtor(s)  
 By *Walter M Bryant - President* Signature(s) of Secured Party(ies)  
 (1) Filing Officer Copy - Numerical  
 (3-83) STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

STATE OF MARYLAND

FORM 535 73

FINANCING STATEMENT FORM UCC-1

Identifying File No. 215527

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Econocom-USA, Inc.  
Address 4385 Poplar Avenue, Memphis, TN 38117

RECORD FEE 13.00  
POSTAGE .50  
#238120 CT77 R03 T14:19  
11/29/88

2. SECURED PARTY

Name TransCapital Computer Corporation  
Address 8150 Leesburg Pike, Suite 1114, Vienna, VA 22180

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED DESCRIPTION OF COLLATERAL  
FILED WITH: Anne Arundel County, Maryland  
TC TRANS NAME: GE-Sch 44

Name and address of Assignee  
Randolph Computer corp.  
537 ~~XXXX~~ Steamboat Road  
Greenwich, CT 06830

FOR NOTICE PURPOSES ONLY - NOT SUBJECT TO RECORDATION TAX

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

ATC114

Petta M. Smith  
(Signature of Debtor)

Econocom-USA, Inc.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Petta M. Smith  
(Signature of Secured Party)

TransCapital Computer Corp. (ATTY-IN-FACT)  
Type or Print Above Signature on Above Line

13.50



SCHEDULE A TO UCC FINANCING STATEMENT

PAGE 18 of 21

LESSEE: General Electric Company  
Major Appliance Business Group

BOOK 535 100-75

<u>EQUIPMENT</u>			<u>LOCATION</u>
<u>Qty</u>	<u>Model #</u>	<u>&amp; Description</u>	
1	CPF9648	CONTROL PANEL	NE6949 8201 Stayton Drive Jessup, MD 20794
1	PRM9630	PRINTER PAC	
1	KCM9101	CONSOLE DEV. PAC.	
1	CBL9103	CABLE TO CONSOLE	
1	CDU9636	CARTRIDGE MODULE DISK	
1	MSC9670	MASS STOR. CONT.	
1	CBL9660	PRINTER CABLE	
1	CMC9632	MEM CONT AND 512KB	
1	MDC9642	MULT DEV	
1	CPK9653	MODEL 53 PROC	
1	CAB9609	60 IN CABINET	
4	DCM9643	RS 232C ADAP	
2	MLC9640	MULTI LIN COMP	
4	DCM9641	4 LIN SYN/ASY	
16	DCF9642	CURRENT LOOP	
1	DCE9606	LIU CHASIS	

The system number associated with the above configuration is NE6949.

BOOK 535 PAGE 476

~~from 600~~

11-20

~~2740~~

ANNAPOLIS

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275523

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Friendship Creative Printers, Inc.  
202 Crain Highway N.W.  
Address Glen Burnie, MD 21061

2. SECURED PARTY

Name Midlantic Commercial Leasing Corp.  
225 West 34 St.  
Address New York, NY 10122

RECORD FEE 11.00  
#238140 CTTT R03 T14:20  
11/29/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 3985 Press
  - 2 Blanket Bars
- Together with all additions, accessions, and/or replacements of any or all parts thereof.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Bruce S. Palmer*  
(Signature of Debtor)

Bruce S. Palmer  
Type or Print Above Name on Above Line

(Signature of Debtor)

Friendship Creative Printers, Inc.  
Type or Print Above Signature on Above Line

*J. Banks*  
(Signature of Secured Party)

Midlantic Commercial Leasing Corp.  
Type or Print Above Signature on Above Line

BOOK 535 PAGE 77

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273392 —

RECORDED IN LIBER 528 FOLIO 495 ON 6/22/88 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association  
Address 7711 Quarterfield Road, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
	<p>RECORD FEE 10.00 POSTAGE .50 #238150 CT77 R03 T14:21 11/29/88</p>	

Dated November 10, 1988

Irvington Federal Savings & Loan Association  
Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson - Vice President  
Type or Print Above Name on Above Line

FILED WITH ANNE ARUNDEL COUNTY

1850

m-1

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No: 275529

BOOK 535 PAGE 278

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FRANCIS R. MORELAND & SON
Address 813 MAIN STREET GALESVILLE, MD 20765

2. SECURED PARTY

Name SUIT & WELLS EQUIPMENT CO., INC.
Address 6300 CRAIN HIGHWAY UPPER MARLBORO, MARYLAND 20772
J.I. CASE CREDIT CORP. 5790 WIDEWATERS PARKWAY SYRACUSE, NY 13214
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

1 CASE MODEL 360 TRENCHER SERIAL #JAF0002392

Name and address of Assignee

THIS IS A RETAIL INSTALLMENT CONTRACT

RECORD FEE 11.00
POSTAGE .50
#238170 0777 R03 T14#23
11/29/88

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)
J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
P.O. Box 601
Syracuse, N.Y. 13214

Francis R Moreland (Signature of Debtor)

FRANCES R. MORELAND Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jay R Weaman (Signature of Secured Party)

SUIT & WELLS EQUIPMENT CO., INC. Type or Print Above Signature on Above Line



FORM 535 11-79

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

NOONAN, Kirk M.  
421 Conestoga Road  
Berwyn, PA. 19312

2. Secured Party(ies) and address(es)

1st Fidelity Bank, NA  
Rte. 541 & Sunset Road  
BURLINGTON, NJ 08016

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#238190 0777 R03 T14:45  
11/29/88

4. This statement refers to original Financing Statement bearing File No. 262285 Book498 p590

Filed with Anne Arundel CO, MD Date Filed 6-11-86 19

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

11-23-88

No. of additional Sheets presented:

*Ann Atkinson*

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Ann Atkinson, Operations Officer  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10 50

BOOK 535 PAGE 480

DKM3.

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES): milliner John L. milliner Margaret A. 5201 Cottonwood Dr. Bethesda, Md. 20814	2. SECURED PARTY(IES) AND ADDRESS(ES): Ford Motor Credit Co. 1133 Old Hickory Dr. Mechanicsville, Va. 23111
---	--

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE):  
12-1-86, 4:00 PM, AA County Clerk.

3. This statement refers to original Financing Statement No. 505-299 Dated: \_\_\_\_\_

A. Continuation . . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release . . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment . . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination . . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
---	--	--	--

RECORD FEE 12.00  
#238210 0777 R03 714:46  
11/29/88

264841

4. This transaction is exempt from the Recording Tax.

Filed with: AA County

Dated: 11/21/88, 19\_\_

Ford Motor Credit  
By: [Signature] Spease

F M C C JUN '85 7288-M (MARYLAND ONLY)

1200

BOOK 535 PAGE 81

875530

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)  
Walter W. Higdon d/b/a  
Charlie's Machine Shop  
320 Wicklow Road  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)  
Cap-Co Leasing Company  
1430 North Meacham Road  
Schaumburg, IL 60173

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00  
#238220 C777 R03 T14:46  
11/29/88

4. This financing statement covers the following types (or items) of property:

1 Master PT38 Pressure Tester with BTKA Kit

\*Not subject to recordation tax/Conditional Sales Contract

Equipment location: 550 N. Crain Hwy., Unit 24

5. Assignee(s) of Secured Party and Address(es)

Capitol Leasing Company  
1430 N. Meacham Rd.  
Schaumburg, IL 60173

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional sheets presented

Walter W. Higdon d/b/a  
Charlie's Machine Shop

By: Walter W. Higdon  
Signature(s) of Debtor(s)

Cap-Co Leasing Company

By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

12.00

275531

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

3  The Debtor is a transporting utility

1 Debtor(s) (Last Name First) and Address(es)  
RUSSELL J. RATHIER  
#18 SUMMER HILL MHP  
CROWNSVILLE, MD. 21032  
JULIE E. RATHIER

2 Secured Party(ies) Name(s) and Address(es)  
ACCENT MOBILE HOMES  
7401 MOORE RD.  
BRANDYWINE, MD. 20613

4 For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 12.00  
POSTAGE .50

5 This Financing Statement covers the following types (or items) of property  
1988 209 PH11-2190

70 X 14 PALM HARBOR Rooms

To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufactures invoice and/or purchase agreement and/or retail security agreement.

Products of the Collateral are also covered

6 Assignee(s) of Secured Party and Address(es)  
Crescent Financial, Inc.  
1623 Forest Drive Suite 201  
Annapolis, MD 21401

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

8 Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State.

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

RUSSELL J. RATHIER  
JULIE E. RATHIER

*Russell J. Rathier*  
*Julie E. Rathier*

Crescent Financial, Inc.

*Hebra L. Haughee*

By Signature(s) of Debtor(s)

By Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Numerical

(Required only if Item 10 is checked)

(3/83)

STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

12-50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated 11/16/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Milton G. Close, Sr.  
Address 1207 Brietwert Avenue, Odenton, MD 21113 (Anne Arundel Co.)

2. SECURED PARTY

Name Vernon E. Stup Co.  
Address P.O. Box 3598, Frederick, MD 21701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

RECORD FEE 11.00  
POSTAGE .50

4. This financing statement covers the following types (or items) of property: (list)

1 New General Engines 10HDB Trailer  
S/N - 112HAN283KT030520

Name and address of Assignee  
11/29/88

Note: Retail Installment Contract - Not subject to recordation tax.

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Milton G. Close, Sr.*  
(Signature of Debtor)

Milton G. Close, Sr.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11/50

Assignee(s) of Secured Party and Address(es)

J. I. GASE CREDIT CORP.  
8790 Widewaters Parkway  
Syracuse, N.Y. 13214

*Dwayne V. Stup*  
(Signature of Secured Party)

Dwayne V. Stup

Type or Print Above Signature on Above Line

275533

BOOK 535 PAGE 84

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

FINANCING STATEMENT

Edith Abuswai, t/a Chez Chocolate

1. Debtor(s):

Name or Names—Print or Type  
111 St. Andrews Road, Severna Park, Maryland 21146  
Address—Street No., City - County State Zip Code

AACU

Name or Names—Print or Type  
Address—Street No., City - County State Zip Code

2. Secured Party:

The Gift Connection, Inc., Richard Unger and Elizabeth Unger  
Name or Names—Print or Type  
410 Ridgeway Ct. Arnold, Md. 21012  
Address—Street No., City - County State Zip Code

AACU

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All goods of the debtor, including raw materials, or materials used or consumed in the business of the debtor, commonly referred to as inventory.

All personal property and fixtures of the debtor wherever located or whether now owned or in existence or hereafter acquired or created, including goods, documents, chattel paper and leases

4. If above described personal property is to be financed to real property, describe real property.

Marley Station Mall  
Pasadena, Md.

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

Edith Abuswai  
(Signature of Debtor)

EDITH ABUSWAI

Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

THE GIFT CONNECTION, INC.

Richard Unger  
(Company, if applicable)

(Signature of Secured Party)

Richard Unger Richard Unger

Type or Print (Include title if Company)

Elizabeth Unger Elizabeth Unger

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Bernstein & Feldman, P.A. 79 West Street, Annapolis, Md. 21401

Lucas Bros. Form F-1

RECORD FEE 13.00  
POSTAGE .50  
#122870 12345 801 715458  
11/29/88

BOOK 535 PAGE 85

275534

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility																		
1 Debtor(s) (Last Name First) and Address(es) JACK SIMPSON 100 SUMMER HILL ROAD CROWNSVILLE, MARYLAND 21032	2 Secured Party(ies) Name(s) and Address(es) LORD CALVERT MOBILE HOMES ROUTE 4 BOX 433 LEXINGTON PARK, MARYLAND 20653	4 For Filing Office Date Time No. Filing Office RECORD FEE 11.00 POSTAGE .50 #246240 0040 R04 T15:38 11/29/88																			
5 This Financing Statement covers the following types (or items) of property 1988 SAND POINTE 0391 76X 14 FLEETWOOD Rooms To include all furniture, fixtures, appliances, and appurtenances, thereon and thereto including but not limited to these items specified in the manufacturers invoice and/or purchase agreement and/or retail security agreement.		6 Assignee(s) of Secured Party and Address(es) Crescent Financial, Inc. 1623 Forest Drive Suite 201 Annapolis, MD 21401																			
8 Describe Real Estate Here	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)																			
<table border="1"> <thead> <tr> <th>No. &amp; Street</th> <th>Town or City</th> <th>County</th> <th>Section</th> <th>Block</th> <th>Lot</th> </tr> </thead> <tbody> <tr> <td colspan="6">10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or  <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or  <input type="checkbox"/> all to which the filing has lapsed, or  <input type="checkbox"/> already subject to a security interest in another jurisdiction  <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State</td> </tr> <tr> <td colspan="3">11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)</td> <td colspan="3"></td> </tr> </tbody> </table>				No. & Street	Town or City	County	Section	Block	Lot	10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> all to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State						11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)					
No. & Street	Town or City	County	Section	Block	Lot																
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> all to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State																					
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)																					
By JACK SIMPSON <i>Jack Simpson</i> Signature(s) of Debtor(s)		By <i>Shonda Jaggar</i> Crescent Financial, Inc. Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)																			
(3/83) (1) Filing Officer Copy - Numerical STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania																					

RECEIVED FOR RECORD  
 88 NOV 29 PM 3:38  
 H. ERLE SCHAFER  
 CLERK

535 286

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO  YES  NAME OF RECORD OWNER \_\_\_\_\_

State Corporation Commission

Clerk, Anne Arundel County Court

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

250954

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Mooreland Corporation  
McDonalds of Riviera Beach  
8490 Fort Smallwood Road  
Pasadena Maryland 21220

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Dominion Bank, National Association  
Formerly First National Exchange Bank  
P. O. Box 13327  
Roanoke, VA 24040

Name & address of Assignee

RECORD FEE 10.00  
#246310 0040 R04 T15244  
11/29/08

Check if proceeds of collateral are covered

Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Dominion Bank, National Association

By: Joyce L. Staff AVP 11-22-88

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

White - Filing Office Copy    Canary - Acknowledgement    Pink - Secured Party Copy

100

STATE OF MARYLAND

FORM 535 11-87

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275536

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 11-4-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Norman J. and Marie K. Coulter

Address 1940 Valley Lane, Sunderland, MD 20689

2. SECURED PARTY

Name Gates Financial Corporation

Address 606 Baltimore Ave., Suite 400, Towson, MD 21204

Attention: F. M. Himes

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Printing Equipment (Commercial)

Name and address of Assignee

RECORD FEE 12.00
POSTAGE .50
#246320 C040 R04 115745
11/19/88

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Marie K Coulter
(Signature of Debtor)

Marie K. Coulter
Type or Print Above Name on Above Line

(Signature of Debtor)

Norman J. Coulter
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Frederick M. Himes, President
Type or Print Above Signature on Above Line

12.50

275551

535 88

FINANCING STATEMENT FORM UCC-1

Identifying File No. ~~275551~~

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated August 11, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Sogelease Corporation  
Address 50 Rockefeller Plaza  
New York, NY 10020  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_  
4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Sogelease Corporation of certain lease payments under certain True Lease Assignment dated August 11, 1988, Schedule # 01, dated August 11, 1988 between Assignor as Lessor and LEASE ACCOUNT # 080884 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Aug. 11, 1988 between Assignor and Assignee:

- 2 (two) DVR10 Digital Video Tape Recorders - S/N 10101 & 10244
- 1 (one) VCD2D Digital Video Cable

CHECK  THE LINES WHICH APPLY

#1711

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
POSTAGE .50  
#246340 C040 R04 T15458  
11/29/88

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TransFinancial Leasing Corp.

[Signature]  
(Signature of Debtor)

Bruce J. Winter, Vice President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Sogelease Corporation

[Signature]  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Name on Above Line

11.00  
.50  
11.50

Filed in Anne Arundel County

BOOK 535 PAGE 89

TO BE RECORDED AMONG THE FINANCING RECORDS  
OF ANNE ARUNDEL COUNTY, MARYLAND

275538

FINANCING STATEMENT

November 21, 1988

Debtor: Address:  
LONG SIGNATURE HOMES, INC. 13601 Office Place, Suite 201  
Woodbridge, Virginia 22192

Secured Party: Real Estate Finance Department  
THE RIGGS NATIONAL BANK 800 17th Street, N.W.  
OF WASHINGTON, D.C. 8th Floor  
Washington, D.C. 20074  
Attn: Commercial Loan Dept.

Pursuant to Article 81, Section 277, of the Annotated Code of Maryland, this Financing Statement is not subject to the payment of any Recordation Taxes to the Maryland State Department of Assessments and Taxation.

1. This Financing Statement covers the following:

(a) All of the Debtor's right, title, interest, estate, claim, and demand, either at law or in equity, in and to all fixtures (including, but not limited to, heating and air conditioning equipment, lighting fixtures, and other equipment, machinery, and building materials) of every kind and nature whatsoever as are not or hereafter located in or upon, contained in present or future operation on that certain parcel of land (and any and all improvements thereon, whether now existing or hereafter constructed) located in Anne Arundel County, Maryland, and described in that certain Deed of Trust of even date herewith from Debtor to JAMES A. TRIMBLE and DONALD A. SACCARDI, Trustees, with such parcel of land being more particularly described in Exhibit "A" attached hereto and made a part hereof by reference ("Premises"); and

(b) All earnings, revenues, rents, issues, profits, and other income of and from the Premises and the aforesaid collateral, including, but not limited to, all accounts receivable in respect of any and all leases executed by the Debtor for the Premises, or any part or parcel thereof, whether said accounts receivable are currently in existence or are hereafter created, together with all of the proceeds thereof.

2. Proceeds of all of the foregoing collateral are covered by this Financing Statement.

3. This Financing Statement does not cover any trade fixtures, consumable goods, inventory, or other personal property

RECORD FEE 13.00  
POSTAGE .50  
#238760 CT77 R03 109:33  
11/30/88

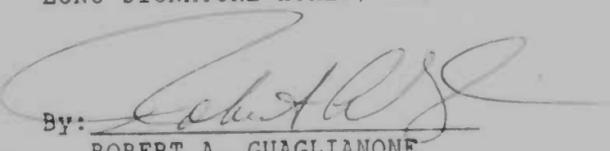
A

13-50

FORM 535 1990

owned by bona fide tenants of the Debtor occupying the Premises,  
or any portion thereof, if such tenants have the right to remove  
the same at or before the expiration of the terms of their  
leases.

DEBTOR;  
LONG SIGNATURE HOMES, INC.

By:   
ROBERT A. GUAGLIANONE  
Executive Vice President

Filing Officer: After filing, please return to Secured Party at  
address shown above.

BOOK 535 PAGE 91

EXHIBIT "A"

Lot numbered 102, 103, 105 and 106 in the subdivision known as "PLAT THREE, FISHING CREEK FARM" as per plat thereof duly recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109 at Plat 47.



UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 517

Page No. 344

Identification No. 269650

Dated 9/9/87

1. Debtor(s) { THE DEMPSEY COMPANY, INC.?  
Name or Names—Print or Type  
1236 ALGONMQUIN ROAD CROWNSVILLE, MARYLAND 21032  
Address—Street No., City - County State Zip Code

2. Secured Party { BALTIMORE FEDERAL FINANCIAL, F.S.A..  
Name or Names—Print or Type  
300 EAST LOMBARD STREET BALTIMORE, MARYLAND 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation ..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release ..... <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: ..... <input checked="" type="checkbox"/> XX (Indicate whether amendment, termination, etc.)  TERMINATION</p>

RECORD FEE 10.00  
POSTAGE .50  
842440-1345 R01 110400  
GK 11/30/88

Dated: October 25, 1988

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Name of Secured Party  
*Robert P. Warr*  
Signature of Secured Party

Robert P. Warr, Senior Vice President

Type or Print (Include Title if Company)

10

275533

BOOK 535 1994

FINANCING STATEMENT

TO: \_\_\_\_\_ Financing Records, State Department of  
Assessments and Taxation  
✓ \_\_\_\_\_ Financing Records, Circuit Court of Anne  
Arundel County, Maryland  
\_\_\_\_\_ Land Records, Circuit Court of Anne Arundel  
County, Maryland

-----  
NOT SUBJECT TO RECORDATION TAX

THE APPROPRIATE AMOUNT OF RECORDATION TAXES, IF ANY, HAS BEEN PAID IN CONNECTION WITH A DEED OF TRUST RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF THE JURISDICTION IN WHICH THE LAND AND PREMISES HEREINABOVE DESCRIBED IS LOCATED AND GIVEN AS SECURITY IN CONNECTION WITH THE SAME LOAN.

-----  
THIS FINANCING STATEMENT, dated as of the 22<sup>nd</sup> day of November 1988, is presented for filing pursuant to the Uniform Commercial Code of the State of Maryland.

1. Debtor's name and address:

Selby Bay Yacht Club Property Corporation  
1116 Turkey Point Road  
Edgewater, Maryland 21037

2. Secured Party's name and address:

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION  
5225 Wisconsin Avenue, N.W.  
Washington, D.C. 20015

3. This Financing Statement covers the following property to be utilized in or realized from the use and occupancy of improvements on the land described in that certain deed of trust of even date herewith from the Debtor to Louis Pohoryles and Abraham J. Greenstein, Trustees, for the benefit of the Secured Party, and to be recorded simultaneously with the recording hereof among the land records of Anne Arundel County, Maryland:

- A. All of the fixtures, building materials and equipment, furniture, furnishings and appliances now or hereafter delivered to, installed in, affixed to, placed upon, or used in connection with the land and premises described in Exhibit "A" attached hereto, and all replacements thereof, additions thereto and substitutions therefor; and
- B. All of the other personal property of the Debtor now or hereafter located on the premises described below and necessary to the use and occupancy thereof; and
- C. All of the Debtor's right, title and interest in and to all leases of the land and premises described in Exhibit "A" attached hereto, and the rents and security deposits payable thereunder; and

RECORD FEE 13.00  
POSTAGE .50  
4433170 03-5 001 11/30/88  
11/30/88  
D

Q

- D. All of the Debtor's right, title and interest in and to all of the slip rentals, fees and any other charges which the Debtor imposes in connection with the use of the land and premises described in Exhibit "A" attached hereto and the slips, docks and piers related thereto; and
- E. All awards and other payments in respect of any taking (as described in section 9 of the deed of trust) and all insurance proceeds (as described in section 11.3 of the deed of trust) in respect of any of the foregoing, together with all amounts received by the Trustee, or the Secured Party, or expended by the Trustee or the Secured Party pursuant to the deed of trust; and
- F. All issues, proceeds and profits of the land and premises described in Exhibit "A" attached hereto.
4. Said deed of trust secures an obligation of the Debtor to the Secured Party in the principal amount of \$200,000, which obligation has a maturity date of 20 years from the date hereof.
5. Proceeds of the collateral are also covered.
6. The real property covered by the aforesaid deed of trust is owned by the Debtor and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

DEBTOR:

SELBY BAY YACHT CLUB PROPERTY  
CORPORATION, a Maryland corporation

By:  (SEAL)  
President

## EXHIBIT "A"

All that lot or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, and further described as follows:

BEGINNING for the same at a pipe found at the end of the North  $89^{\circ} 51'$  West 121.5 foot line of the first part of the conveyance from J. Howard Bast to the Selby Bay Yacht Club, Inc. by deed dated January 14, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 734, folio 243; and running from said beginning point so fixed and with the second line of said conveyance along an existing hedge row, North  $02^{\circ} 50'$  East 101.68 feet to an iron pipe found; THENCE continuing North  $02^{\circ} 50'$  East 1.71 feet to the water's edge of Selby Bay and a concrete bulkhead; THENCE with said concrete bulkhead along the water's edge of said Bay, North  $74^{\circ} 30' 20''$  East 143.89 feet to a point in the centerline of a pier; THENCE continuing with the water's edge of Selby Bay, North  $74^{\circ} 41' 30''$  East 201.63 feet to a bend in a wooden bulkhead; THENCE with said wooden bulkhead and the water's edge of Selby Bay, North  $31^{\circ} 07' 30''$  East 2.42 feet, North  $80^{\circ} 21' 30''$  East 183.9 feet, North  $86^{\circ} 25' 40''$  East 16.69 feet, South  $09^{\circ} 37' 20''$  West 16.54 feet, North  $88^{\circ} 00' 20''$  East 19.36 feet, North  $12^{\circ} 54' 10''$  East 16.93 feet, North  $86^{\circ} 56' 20''$  East 17.23 feet and South  $35^{\circ} 22'$  East 154.95 feet to a P.K. nail set in the bulkhead on the northwest side of the County Road leading to Turkey Point, said County Road being shown on a plat prepared by the County Commissioners of Anne Arundel County dated September 1959, and recorded among the Land Records of Anne Arundel County in Liber 1372, folio 123; THENCE with the side of said County Road, 30 feet wide, as shown on said plat, South  $42^{\circ} 18' 20''$  West 68.61 feet to a point of curve; THENCE with the arc of said curve to the right, said curve having a radius of 214.18 feet, a chord of South  $67^{\circ} 00' 55''$  West 179.06 feet to a pipe set at a point of tangency; THENCE continuing with the side of said road, North  $88^{\circ} 16' 30''$  West 454.09 feet to a pipe set; THENCE leaving said road and running with the southerly extension of the North  $00^{\circ} 09'$  East 109.2 foot line of the first part of the above mentioned conveyance to the Selby Bay Yacht Club, Inc., reversely, North  $02^{\circ} 50'$  East 3.73 feet to the place of beginning. CONTAINING 2.61 acres, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Surveyors, in January 1965 and described in August 1965.

Being the same land obtained by Deed recorded in Liber 1982 at folio 237.

275510

BOOK 535 PAGE 97

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at ANNE ARUNDEL COUNTY
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 65,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to CLERK OF THE COURT OF ANNE ARUNDEL COUNTY

5. Debtor(s) Name(s): Commerce Printing Company, Inc. Address(es): 7513 Connelley Dr, Suite E Hanover, MD 21076

6. Secured Party: Maryland National Bank Address: Department: Collateral Unit RECORD FEE 11.00  
 Attention: Maria-Luisa Yon Post Office Box 987, Mailstop 500-270 455.00  
 Baltimore, Maryland 21203 POSTAGE .50  
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

SEE ATTACHED SCHEDULE A

Debtor: Commerce Printing Company, Inc.

Secured Party: Maryland National Bank

By: [Signature] (Seal)  
 Type name and title, if any Leroy A. Bell, Jr., President

By: [Signature] (Seal)  
Laura R. Richardson  
Commercial Banking Officer

By: [Signature] (Seal)  
 Type name and title, if any Ronald C. Kimery, Sec.-  
Treasurer

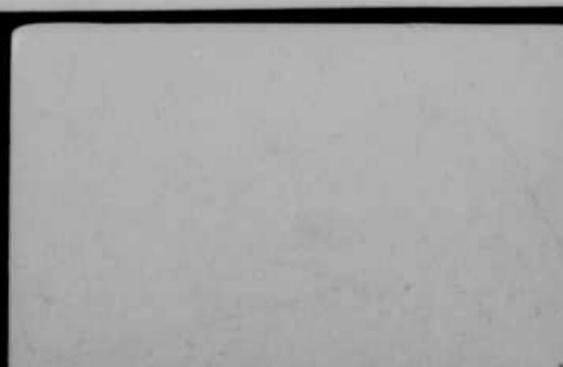
Type name and title

207-95 REV. 1/86

MARYLAND NATIONAL BANK

Mail To:  
 Maryland National Bank  
 Credit - Collateral Unit  
 P.O. Box 987  
 Annapolis, Maryland 21404

11  
 455  
 2



MARYLAND NATIONAL BANK BOOK 535 NOV 1988  
(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- \_\_\_\_\_

dated November 4, 19 88, and executed by \_\_\_\_\_  
Commerce Printing Company, Inc.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s)

Property Description (continued)

Baum Series 720 Steel Folder Size 13" x 26", Model 16 page (4), Knurled Steel Rolls  
Baum Series 720 Steel Folder Size 20 x 26, Model 720-(4), Knurled Steel Rolls, Cont Feeder, 230v./3 phase  
Polar paper cutter model 92 EMC Monitor complete with all standard equipment, 5 high speed steel knives,  
2 polar 02 Air tables w/legs & back plates & valves for 02 tables

GRANTOR/DEBTOR

By: X *Leroy A. Bell, Jr.* (SEAL)

Name: Leroy A. Bell, Jr.

Title: President

GRANTOR/DEBTOR

By: X *Ronald C. Kimery* (SEAL)

Name: Ronald C. Kimery

Title: Sec. - Treasurer

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box ~~987~~ 871, Attention: ~~Lisa Edwards~~ Lisa Edwards, Annapolis, MD 21404

BOOK 535 PAGE 99

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. \_\_\_\_\_ recorded in  
Liber 526, Folio 181 on \_\_\_\_\_ (Date).

1. DEBTOR(S):

Name(s) J. Kent McNew, Nancy McNew, Raceway Convenience Stores, Inc.  
and Eastern Petroleum Corporation  
Address (es) c/o Eastern Petroleum Corp., 33 Hudson Street, Annapolis, MD  
21401

2. SECURED PARTY:

Name Madison Bank of Maryland Attn: Dorothy McClay  
Address 3677 Georgia Avenue, Silver Spring, MD 20910

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Paragraph 8 is hereby deleted and replaced with the following:  
All of the property described above is affixed or is to be affixed to  
or is located on or is to be located on, Lot B, on the real estate  
described on Schedule A attached hereto and made a part hereof by  
reference.

9. SIGNATURES.

*J. Kent McNew*  
J. Kent McNew  
*Nancy McNew*  
Nancy McNew

Paceway Convenience Stores, Inc.

by: *J. Kent McNew* DEBTOR(S)  
(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.  
Eastern Petroleum Corp.,

by: *J. Kent McNew*

SECURED PARTY

Madison Bank of Maryland  
By *Dorothy S. McClay*  
Dorothy McClay, Vice President  
(Type, Name and Title)

B. W. D. S.  
121 CATHEDRAL ST.  
ANNAPOLIS, MD.

16.50

This plat approved for recording by virtue of a special exception as to plat size.

BOOK 4540 PAGE 292

The requirements of A.A. Co. Health Department have been met.

Thomas L. Osborne, Jr. 1/25/88  
Planning & Zoning Officer of A.A. Co. Date

J. Howard Bond 9/28/87  
Health Officer of A.A. Co. Date

OWNERS DEDICATION

WE THE OWNERS OF THE PROPERTY SHOWN HEREON DO HEREBY ADOPT THIS PLAN OF SUBDIVISION AND ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES SHOWN HEREON. WE ALSO DEDICATE THE TWO 20 FOOT WIDENING STRIPS WHICH WILL BE DEDED TO THE STATE & A.A. COUNTY, MD UPON REQUEST. WE ALSO CERTIFY THIS TO BE A SUBDIVISION OF ALL THE PROPERTY DESCRIBED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 2056 PAGE 516 AND LIBER 2814 PAGE 225. WE ALSO CERTIFY, THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THERE ARE NO SUITS, ACTIONS - OF - LAW, LEASES, LIENS, MORTGAGES, TRUSTS, EASEMENTS, RIGHTS - OF - WAY OR CONTRACTS - OF - SALE AFFECTING THIS PLAN OF SUBDIVISION EXCEPT AS NOTED OR SHOWN HEREON. ALL PARTIES OF INTEREST HAVE SIGNED THIS PLAT.

T. Daniel Palmer, Jr. 10/27/87  
T. DANIEL PALMER, JR. DATE

Wanda R. Palmer 10/27/87  
WANDA R. PALMER DATE

Verdine C. Palmer, Sr. 10/28/87  
VERDINE C. PALMER, SR. DATE

TAX MAP - 44  
BLOCK - 23  
PARCEL - 92  
TOPO SHEET - R 23  
PROPERTY ZONED C-4 & R-A

R-A SET BACKS

FRONT - 40'  
SIDE - 15' COMBINED 40'  
REAR - 35'  
ACCESSORY BUILDINGS  
SIDE - 15'  
REAR - 10'

C-4 SETBACKS

FRONT - 20'  
REAR - 20'  
SIDE - 15' UNOBSTRUCTED RIGHT - OF - WAY



NOTES & 1) GRID TICKS SHOWN AS SCALED FROM ANNE ARUNDEL COUNTY TOPOGRAPHIC SHEETS.

2) NO TITLE REF. KIT FURNISHED.

3) WAIVER # 2520 - ROAD IMPROVEMENTS AND STORM DRAINAGE STUDY TO BE DEFERRED UNTIL SUBMITTAL OF BUILDING PERMIT APPLICATION, IN ACCORDANCE WITH LETTER OF APRIL 20, 1987.

MS 87-100

Minor Subdivision Plat  
The T Daniel & Wanda R Palmer Property

**MCRONE**  
Engineers • Planners  
Surveyors

DRAWN BY J. Bond  
SCALE \_\_\_\_\_  
DATE March 25, 1988

This plat approved for recording by virtue of a special exception as to plat size.

BOOK 535 PAGE 101

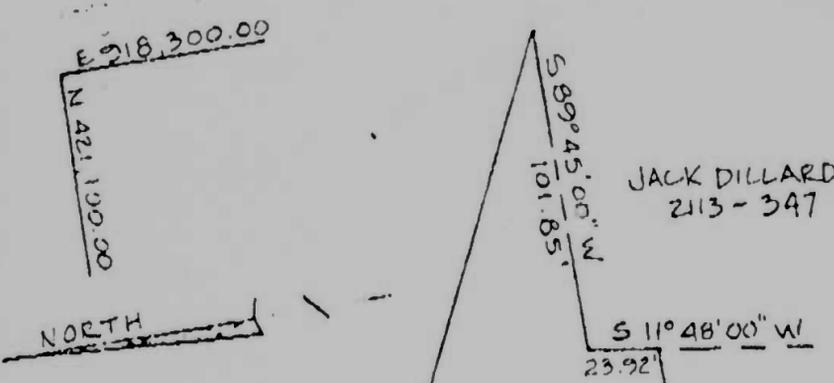
The requirements of A.A. Co. Health Department have been met.

BOOK 4540 PAGE 293

Thomas L. Osborne 1/29/88  
 Planning & Zoning Officer of A.A. Co. Date

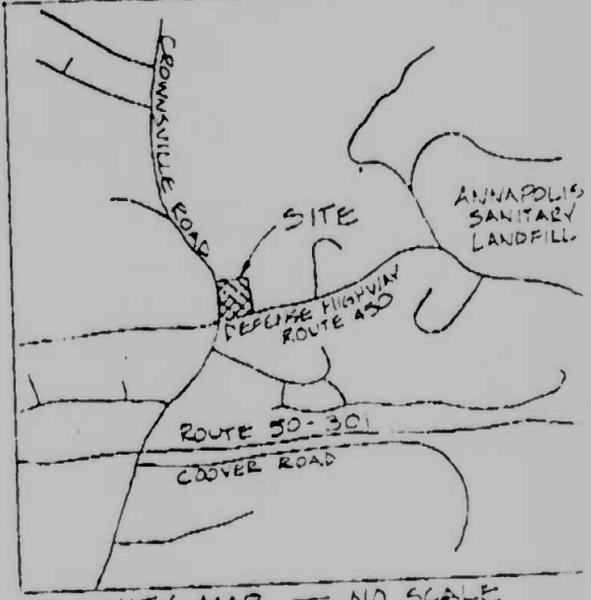
Howard Reed 9/13/87  
 Health Officer of A.A. Co. Date

RECORD FEE 16.50  
 POSTAGE .50  
 #037810 0777 R03 110:1



WILLIAM WUELLER  
 2002-320

JACK DILLARD  
 2113-347



VICINITY MAP -- NO SCALE

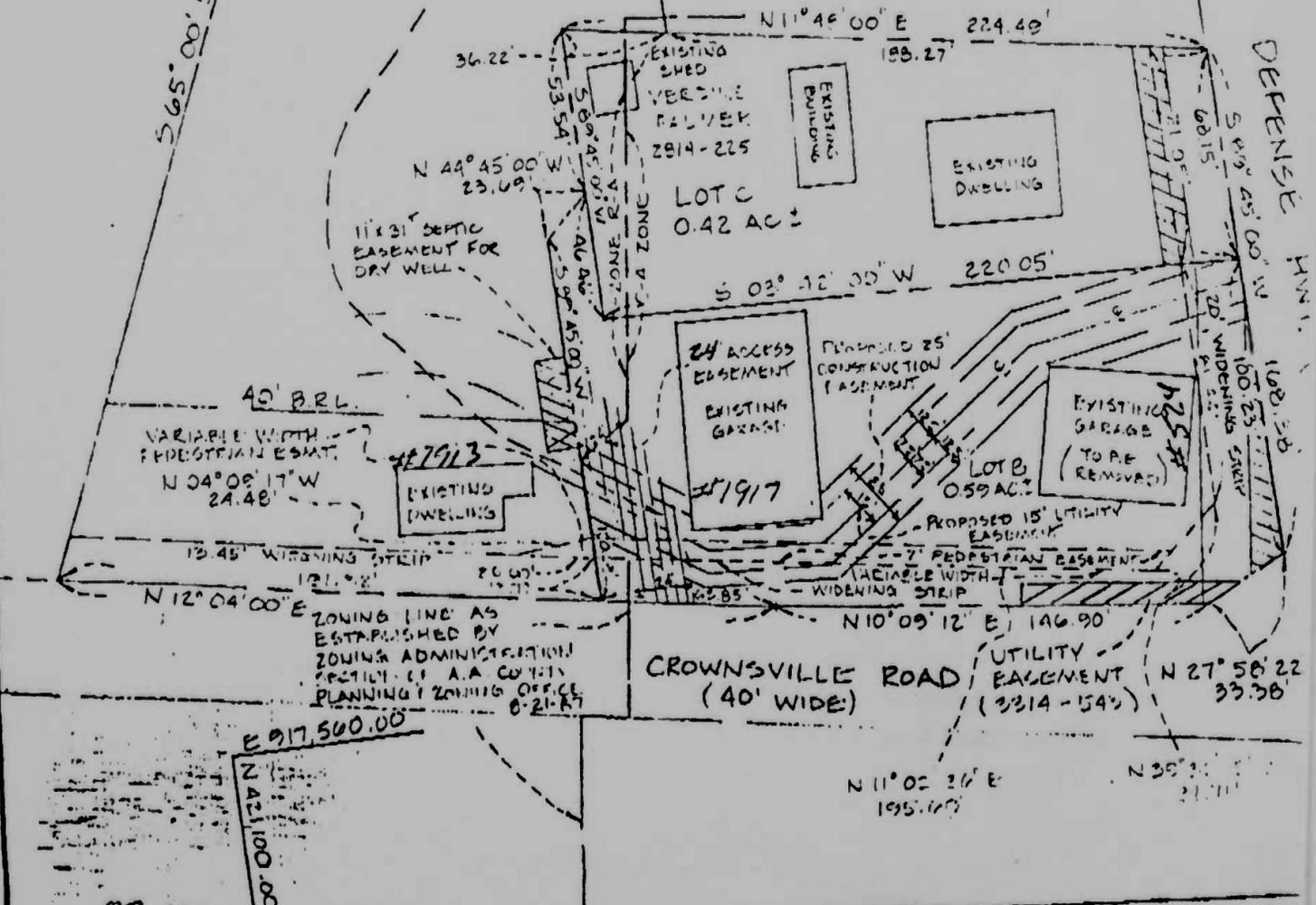
ROBERT SEARS  
 2027-430

LEGEND

- UTILITY EASEMENTS RECORDED AT 4200-150 & 4433-892
- TEMPORARY CONSTRUCTION STRIPS RECORDED AT 4200-150 & 4433-892

*ms 87-100*

T. DANIEL PALMER JR.  
 2056-510  
 LOT A  
 1.27 AC ±  
 ZONE R-A



ms 87-100

MINOR SUBDIVISION PLAT  
 THE T. DANIEL & WANDA R. PALMER PROPERTY  
 LUSBY CROSSROADS  
 ANNE ARUNDEL COUNTY, MD

**MCRONE**

Engineers • Planners  
 Surveyors  
 Annapolis, Maryland  
 Centerville • Chestertown • Denton • Easton

DRAWN BY G.F.  
 SCALE 1"=1'  
 DATE SEPT. 21  
 JOB NO. 10146  
 FOLDER DILLARD

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. \_\_\_\_\_ recorded in  
Liber 526, Folio 177 on \_\_\_\_\_ (Date).

1. DEBTOR(S): J. Kent McNew, Nancy McNew, Raceway Convenience Stores, Inc.  
Name(s) and Eastern Petroleum Corporation  
Address(es) c/o Eastern Petroleum Corp., 33 Hudson St., Annapolis, MD 21401

2. SECURED PARTY:  
Name Madison Bank of Maryland Attn: Dorothy McClay  
Address 8677 Georgia Avenue, Silver Spring, MD 20910

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Paragraph 8 is hereby deleted and replaced with the following:  
All of the property described above is affixed or is to be affixed to, or is located on or is to be located on, Lot B, on the real estate described on Schedule A attached hereto and made a part hereof by reference.

9. SIGNATURES.  
J. Kent McNew  
Nancy McNew  
Raceway Convenience Stores, Inc.

by: J. Kent McNew  
Eastern Petroleum Corporation

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company, type name of Company and Name and Title of Authorized Signer.

SECURED PARTY  
Madison Bank of Maryland  
By Dorothy S. McClay  
Dorothy McClay, Vice President  
(Type, Name and Title)

B. W. D. O.  
121 CATHEDRAL ST.  
ANNAPOLIS, MD.

10-50

16-50

This plat approved for recording by virtue of a special exception as to plat size.

BOOK 535 PAGE 103

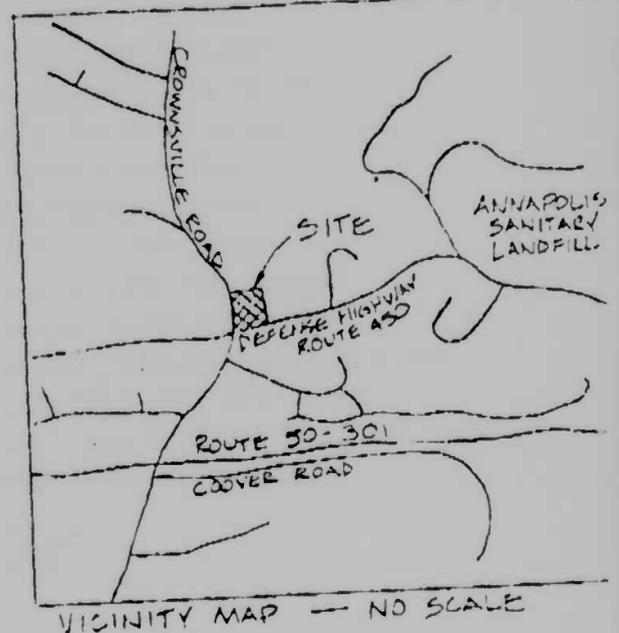
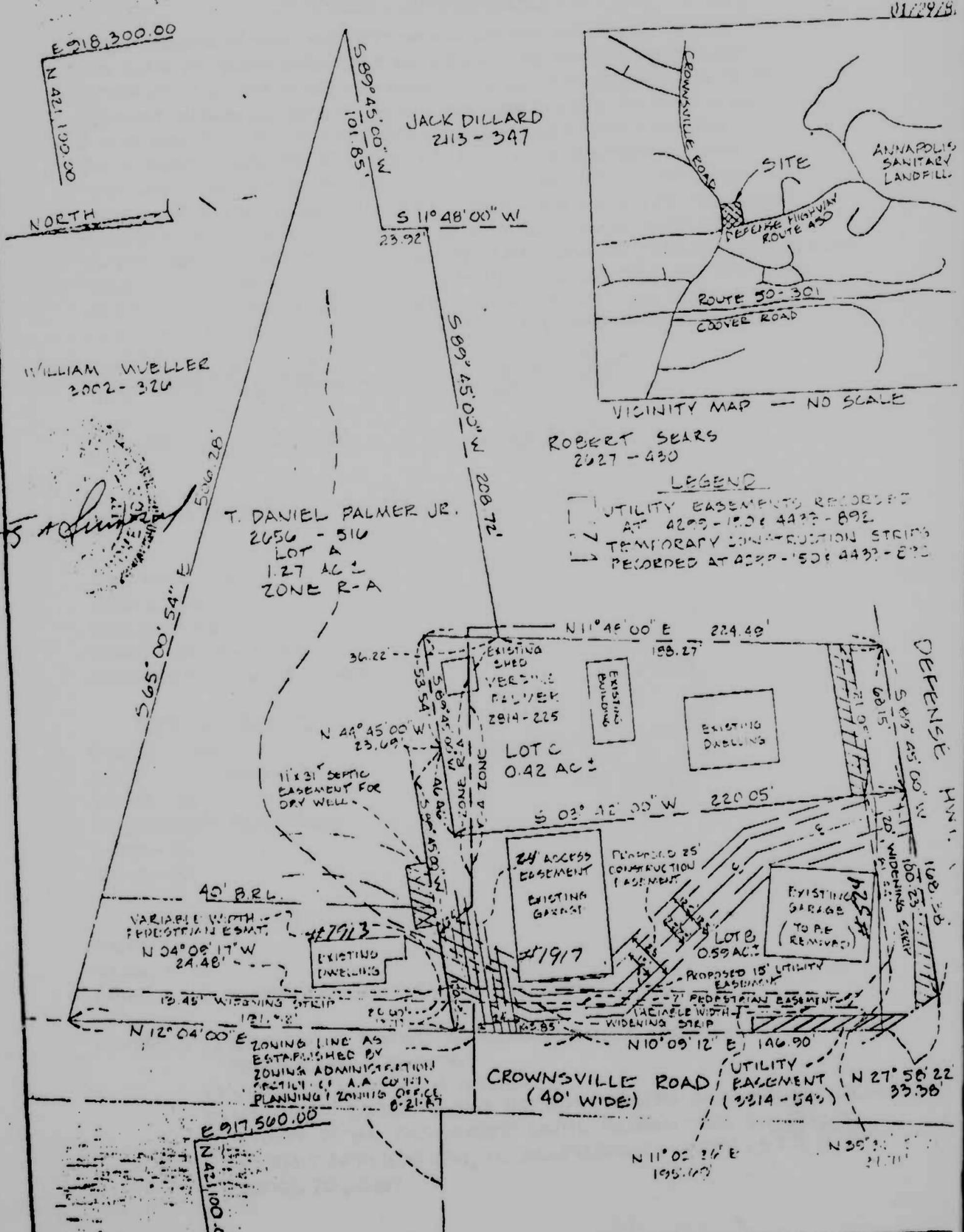
The requirements of A.A. Co. Health Department have been met.

Thomas L. Osborne  
Planning & Zoning Officer of A.A. Co.

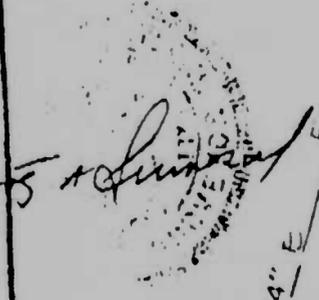
1/29/88  
Date

Howard Reed 9/13/87  
Health Officer of A.A. Co. Date

RECORD FEE 16.50  
POSTAGE .50  
#037810 C777 R03 110:1



- LEGEND**
- UTILITY EASEMENTS RECORDED AT 4299-150 & 4433-892
  - TEMPORARY CONSTRUCTION STRIPS RECORDED AT 4299-150 & 4433-892



MS 87-100  
MINOR SUBDIVISION PLAT  
THE T. DANIEL & WANDA R. PALMER PROPERTY  
LUSE/ CROSSROADS

**MC CRONE**  
Engineers & Planners  
Surveyors  
Annapolis, Maryland  
Centreville - Chestertown - Denton - Easton

DRAWN BY G.F.  
SCALE 1"=1'  
DATE SEPT. 21  
JOB NO. 10146  
FOLDER DILLARD

This plat approved for recording by virtue of a special exception as to plat size.

535 104  
BOOK 4540 PAGE 292

The requirements of A.A. Co. Health Department have been met.

Thomas L. O'Brien 1/25/88  
Planning & Zoning Officer of A.A. Co. Date

J. Howard Beal 9/28/87  
Health Officer of A.A. Co. Date

OWNERS DEDICATION

WE THE OWNERS OF THE PROPERTY SHOWN HEREON DO HEREBY ADOPT THIS PLAN OF SUBDIVISION AND ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES SHOWN HEREON. WE ALSO DEDICATE THE TWO 20 FOOT WIDENING STRIPS WHICH WILL BE DEDED TO THE STATE & A.A. COUNTY, MD UPON REQUEST. WE ALSO CERTIFY THIS TO BE A SUBDIVISION OF ALL THE PROPERTY DESCRIBED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 2656 PAGE 516 AND LIBER 2814 PAGE 225. WE ALSO CERTIFY, THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THERE ARE NO SUITS, ACTIONS - OF - LAW, LEASES, LIENS, MORTGAGES, TRUSTS, EASEMENTS, RIGHTS - OF - WAY OR CONTRACTS - OF - SALE AFFECTING THIS PLAN OF SUBDIVISION EXCEPT AS NOTED OR SHOWN HEREON. ALL PARTIES OF INTEREST HAVE SIGNED THIS PLAT.

T. Daniel Palmer Jr. 10/27/87  
T. DANIEL PALMER, JR. DATE

Wanda R. Palmer 10/27/87  
WANDA R. PALMER DATE

Verdine C. Palmer, Sr. 10/28/87  
VERDINE C. PALMER, SR. DATE

TAX MAP - 44  
BLOCK - 23  
PARCEL - 92  
TOPO SHEET - R 23  
PROPERTY ZONED C-4 & R-A

R-A SET BACKS

FRONT - 40'  
SIDE - 15' COMBINED 40'  
REAR - 35'  
ACCESSORY BUILDINGS  
SIDE - 15'  
REAR - 10'

C-4 SETBACKS

FRONT - 20'  
REAR - 20'  
SIDE - 15' UNOBSTRUCTED RIGHT - OF - WAY



- NOTES & 1) GRID TICKS SHOWN AS SCALED FROM ANNE ARUNDEL COUNTY TOPOGRAPHIC SHEETS.  
2) NO TITLE REPORT FURNISHED.  
3) WAIVER # 2520 - ROAD IMPROVEMENTS AND STORM DRAINAGE STUDY TO BE DEFERRED UNTIL SUBMITTAL OF BUILDING PERMIT APPLICATION, IN ACCORDANCE WITH LETTER OF APRIL 20, 1987.

MS 87-100

Minor Subdivision Plat  
The T Daniel & Wanda R Palmer Property

**MCRONE**  
Engineers • Planners  
Surveyors

DRAWN BY JRB  
SCALE  
DATE March 25, 1988

BOOK 535 105

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 272576 recorded in  
Lib. 526, Folio 177 on April 28, 1988 (Date).

1. DEBTOR(S):

Name(s) J. Kent McNew, Nancy McNew, Paceway Convenience Stores, Inc. and  
Eastern Petroleum Corporation  
Address(es) c/o Eastern Petroleum Corporation, 33 Hudson Street, Annapolis,  
MD 21401

2. SECURED PARTY:

Name Madison Bank of Maryland, Attention: Dorothy McClay  
Address 8677 Georgia Avenue, Silver Spring, MD 20910

Steven G. Tyler, Esq., Blumenthal, Wayson, Downs & Offutt, P.A.,  
P.O. Box 868, 121 Cathedral Street, Annapolis, MD 21404-0868  
Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8. The principal balance secured by this Financing Statement is hereby amended to \$ 391,111.12, as set forth in that certain Promissory Note Modification Agreement between Debtor and Secured Party dated November 10, 1988. No property of Eastern Petroleum Corporation is encumbered by this Financing Statement other than property affixed to or placed on the real property described on Exhibit A to the Financing Statement.

9. SIGNATURES.

*J. Kent McNew*  
J. Kent McNew  
*Nancy McNew*  
Nancy McNew

Paceway Convenience Stores, Inc.

By: *J. Kent McNew Pres*  
J. Kent McNew, President

Eastern Petroleum Corporation

By: *J. Kent McNew Pres*  
J. Kent McNew, President

SECURED PARTY

Madison Bank of Maryland

By: *Dorothy S. McClay*  
Dorothy McClay, Vice-President

(Type, Name and Title)

DEBTOR(S)

1050

1050

RECORDING FEE 10.00  
POSTAGE 50  
45 APR 28 1988  
RM

BOOK 535 PAGE 106

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 272577 recorded in  
Lib. 526, Folio 181 on April 28, 1988 (Date).

1. DEBTOR(S):

Name(s) J. Kent McNew, Nancy McNew, Paceway Convenience Stores, Inc. and  
Eastern Petroleum Corporation  
Address(es) c/o Eastern Petroleum Corporation, 33 Hudson Street, Annapolis,  
MD 21401

2. SECURED PARTY:

Name Madison Bank of Maryland, Attention: Dorothy McClay  
Address 8677 Georgia Avenue, Silver Spring, MD 20910

Steven G. Tyler, Esq., Blumenthal, Wayson, Downs & Offutt, P.A.,  
P.O. Box 868, 121 Cathedral Street, Annapolis, MD 21404-0868  
Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8. The principal balance secured by this Financing Statement is hereby amended to \$ 210,000.00, as set forth in that certain Promissory Note Modification Agreement between Debtor and Secured Party dated November 10, 1988. No property of Eastern Petroleum Corporation is encumbered by this Financing Statement other than property affixed to or placed on the real property described on Exhibit A to the Financing Statement.

D. SIGNATURES.

*J. Kent McNew*  
J. Kent McNew  
*Nancy McNew*  
Nancy McNew

Paceway Convenience Stores, Inc.

By: *J. Kent McNew Pres*  
J. Kent McNew, President

Eastern Petroleum Corporation

By: *J. Kent McNew Pres*  
J. Kent McNew, President

SECURED PARTY

Madison Bank of Maryland  
By: *Dorothy A. McClay*  
Dorothy McClay, Vice-President

(Type, Name and Title)

DEBTOR(S)

450

10-58

535 107

275511

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: <sup>662114</sup> 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) J. Paul Leonard, Inc. 1007 Shire Court Crofton, MD 21114	2. Secured Party(ies) and address(es) Dominion Bank of Maryland N.A. 191 MD RT #3, P.O. Box 300 Millersville, MD 21108	Far Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 #239030 0777 R03 713:49 11/30/88
4. This financing statement covers the following types (or items) of property:  (1) IHC Scraper, Serial #15714  *No Recordation Tax-Conditional Sale		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

J. Paul Leonard, Inc.  
By: [Signature]  
James Leonard  
Signature(s) of Debtor(s)

Dominion Bank of Maryland N.A.  
By: [Signature]  
Karen L. Roach Office Mgr.  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

275542

BOOK 535 PAGE 108

FINANCING STATEMENT—MARYLAND

File No. \_\_\_\_\_

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. The name and address of the Debtor is:

**Corman Construction, Inc.**  
12001 Guilford Road, Jessup, MD 20794-0160

2. The name and address of the Secured Party (or Assignee) is:

**First Virginia Commercial Corporation**  
6400 Arlington Boulevard, Falls Church, VA 22046

3. The maturity date of the obligation (if any) is: \_\_\_\_\_

4. This Financing Statement covers the following types (or items) of property: (Describe)

**One (1) Caterpillar Track Loader, Model 963,  
SN 21202054, complete**

5. Check the lines which apply if any, and supply the information indicated:

(If collateral is crops). The above described crops are growing or are to be grown on: \_\_\_\_\_  
(describe real estate)

(If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)

(If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

(If products of collateral are claimed) Products of the collateral are also covered.

6. Transaction is  is not  (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$ \_\_\_\_\_

Debtor(s):

**Corman Construction, Inc.**

*William G. Cox*

**William G. Cox  
President**

Secured Party:

**First Virginia Commercial Corporation**

*Harold V. Dellinger, II*

**Harold V. Dellinger, II  
Vice President**

(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.  
All Information Must Be Typewritten or Printed in Ink

RECORD FEE 11.00  
POSTAGE .50  
#238890 0777 R03 T13:19  
11/30/88

1150

535-109

-110

#'s not used

11-30-88

535-109

-110

#'s not used

11-30-88

L#6713638

STATE OF MARYLAND

275543

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPED OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR LESSEE:

Name OVERNIGHT PRESS, INC.
Address 2137 Defense Hwy., Unit #8 Crofton, MD 21114

2. SECURED PARTY LESSOR:

Name EATON FINANCIAL CORPORATION
Address The Beaumont Building, P.O. Box 71, South Station Framingham, Massachusetts 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1) Savin 7500 Copier s#9480100671
ADF s#319031873
Sorter s#3038021034

RECORD FEE 11.00
#238980 0777 R03 713:45
11/30/88

This transaction is a true lease and is not intended by the parties as a secured transaction; Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor LESSEE: Cheryl Ann Sheldon

CHERYL ANN SHELDON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party LESSOR: Kathleen Emers

EATON FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

L# 6714560  
275511  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Lessee

Name CCRC Provider Services Corporation  
Address 1302 Concourse Drive #303 Linthicum Heights, MD 21090

2. SECURED PARTY Lessor

Name EATON FINANCIAL CORPORATION  
Address The Beaumont Building, P.O. Box 9104  
Framingham, MA 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORDED FEE 11.00  
#232990 0717 R03 713:46  
11/30/88

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Compaq 386/Z5 300 MB S#4831AR4B0576  
4 MG Upgrade  
Monochrome Adaptor Screen DOS 3.3

Name and address of Assignee

This transaction is not intended by the parties as a secured transaction; Filing is only intended to make this transaction a matter of public record.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

X CCRC Provider Services Corporation  
Robert B. Haldeman  
(Signature of Debtor) Lessee

X Robert B. Haldeman  
Type or Print Above Name on Above Line

X \_\_\_\_\_  
(Signature of Debtor) Lessee

X \_\_\_\_\_  
Type or Print Above Signature on Above Line

EATON FINANCIAL CORPORATION

Jane Strawn  
(Signature of Secured Party) Lessor

\_\_\_\_\_  
Type or Print Above Signature on Above Line

BOOK 535 113

275545

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)  
Harter, Robert L.  
Harter, Maxine M.  
1500 Ackerman Ct.  
Hanover, MD 21076

2 Secured Party(ies) and address(es)  
Congressional Credit Corp  
7/A SEARS  
7620 Little River TRPK  
Annandale, VA 22003

3 Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:  
ANNE ARUNDEL

Sears wood Deck

RECORD FEE 12.00  
POSTAGE .50

5 Assignee(s) of Secured Party and Address(es)  
Security Pacific  
Financial Services  
6535 Belcrest Rd  
Bethesda, MD 20812

This is a conditional sales contract.  
Not subject to recordation tax.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented 11/30/88

Filed with:

By Maxine M. Harter  
Maxine M. Harter  
By Robert L. Harter  
Signature(s) of Debtor(s)  
Robert L. Harter

By Congressional Credit Corp. Th Sears  
Signature(s) of Secured Party(ies)

STANDARD FORM FORM UCC-1.

(1) Filing Officer Copy: Alphabetical

535 114

275516

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)  
Pegues, Patricia Ann  
933 Saint Michaels Rd  
Mitchellville MD 20716  
ANNE BRUNDEL

2 Secured Party(ies) and address(es)  
Congressional Const Corp  
7625 Little River Turnpike  
Annandale VA 22003

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property

Some Wood Deck & Access.

RECORD FEE 11.00  
POSTAGE .50  
#239000 CFTT R03 713:46

5 Assignee(s) of Secured Party and Address(es)

Security Pacific Financial  
Services Inc  
6325 Belcrest Rd  
Hyattsville MD  
11/20/98

Not subject to recordation tax.  
This is a conditional sales contract

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented:

Filed with

By: Patricia A. Pegues  
Signature(s) of Debtor(s)  
Patricia A. Pegues

Congressional Const Corp  
7625 Little River Turnpike Ann VA  
By: John B. Muey  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Office Copy-Alphabetical

BOOK 535 115

275517

6-66-257

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) All Tune & Lube Systems, Inc. 407 Headquarters Drive, Suite 7 Millersville, Maryland 21108	2. Secured Party(ies) and address(es) Dominion Bank of Maryland, N.A. Route #3, P.O. Box 300 Millersville, Maryland 21108	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 #239020 C177 R03 T13:47 11/30/98
4. This financing statement covers the following types (or items) of property:  (1) Eagle One Telephone System (1) Sharp Computer (4502), Serial #7503270X (1) Mita Model DC-2585 Copier, Serial #36004304 (1) AT&T 3500 Facsimile, Serial #8041473  *No Recordation Tax-Conditional Sale		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:  
 Filed with:

All Tune & Lube Systems, Inc. Dominion Bank of Maryland, N.A.  
 By: Thomas B. Howard TITLE: Pres By: Karen L. Roach TITLE: Office Mgr  
 Thomas B. Howard (s) of Debtor(s) Karen L. Roach (s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

535 116

275518

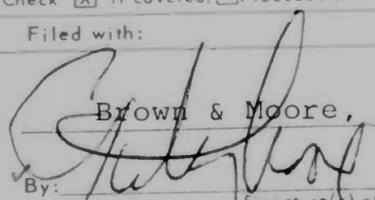
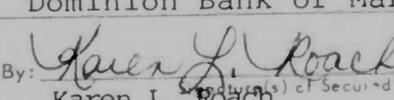
This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 6660238 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es) Brown & Moore, Inc. 2128 Espey Court, Suite B Crofton, Maryland 21114	2. Secured Party(ies) and address(es) Dominion Bank fo Maryland, N.A. Route #3, P.O. Box 300 Millersville, Maryland 21108	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 #239040 CRTT R03 T13:49 11/30/88
4. This financing statement covers the following types (or items) of property:  See Attached Schedule "A"  *No Recordation Tax-Conditional Sale		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

<u>Brown &amp; Moore, Incorporated</u>  By: <u>Timothy Moore</u> <small>Signature(s) of Debtor(s)</small>	<u>Dominion Bank of Maryland, N.A.</u>  By: <u>Karen L. Roach</u> <small>Signature(s) of Secured Party(ies)</small>
---	---

(1) Filing Officer Copy - Alphabetical      STANDARD FORM - FORM UCC-1.

SCHEDULE "A"

535 117

- (1) Sharp SF-7750 Copier, Serial #86201817
- (1) Sharp SF-466 Document Feeder, Serial #71608157
  
- (1) IBM PS/2 MOD 60 80286 1DR 44MB HD Computer, Serial #72-8178712
- (1) IBM Monitor Mono 12 IN, Serial #0040979
- (1) FX1050, Serial #00100713
  
- (1) Executive Desk, Dark Oak
- (1) Desk, Dark Oak
- (1) 48" Bookcase, Dark Oak
- (1) Conference Table, Medium Oak
- (1) Executive Chair, Grey
- (4) Conference Chairs

BOOK 535 - 118

275519

LETING THIS FORM

666-214

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):

Capitol-Gazette Communications, Inc.  
200 Capitol Drive  
Annapolis, MD 21401

(2) Secured Party(ies) (Name(s) And Address(es))

Dominion Bank of Maryland  
P.O. Box 300  
Millersville, MD 21108

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

RECORD FEE 1.10  
RECORD FEE 9.90  
#239050 0777 R03 T13:49  
11/30/99

(5) This Financing Statement Covers the Following types [or items] of property.

Autokon 1000/8099 with Densitometer - Laser Graphics System

\*No Recordation Tax-Conditional Sale

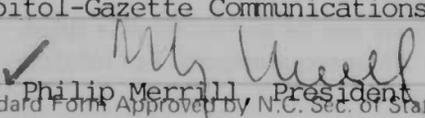
Products of the Collateral Are Also Covered. On Farm Collateral Filing, Name County Debtor Resides in \_\_\_\_\_ (Cannot be Filed unless County is named.)

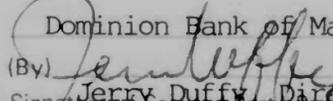
(6) Signatures: Debtor(s)

Secured Party(ies) [or Assignees]

Capitol-Gazette Communications, Inc.

Dominion Bank of Maryland

(By)   
Philip Merrill, President  
Standard Form Approved by N.C. Sec. of State

(By)   
Jerry Duffy, Director of Leasing  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Office Copy: Numerical

UCC-1

BOOK 535 PAGE 119

*Anne ...  
County  
10-00*

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 369741

RECORDED IN LIBER 517 FOLIO 579 ON 9/31/87 (DATE)

1. DEBTOR

Name AIR PACK, Inc

Address 2509 CONNELLY Dr Suite P  
HANOVER MD 21076

2. SECURED PARTY

Name HOPKINS LEASING CORP.

Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment  XXXX  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

ASSIGNED TO: MERITOR SAVINGS BANK - Commercial Leasing Dept  
1234 Market Street  
Philadelphia, PA 19107-3796  
(ph: 215-636-6291)

please send validated financing statements to:  
K. Bastian  
c/o Lesser & Kaplin, PC  
640 Six Sentry Parkway  
Blue Bell, PA 19422  
(ph: 215-828-2900)

RECORD FEE 10.00  
#246790 0040 R04 T14424  
11/30/88

CKI

Dated 8/29/88

B. Rosen  
(Signature of Secured Party)

B. Rosen  
Type or Print Above Name on Above Line

10.00

STATE OF MARYLAND

Martin Marietta Corp. Sch 59

535 120

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259287

RECORDED IN LIBER 491 FOLIO 569-57B ON Nov. 20, 1985 (DATE)  
Anne Arundel County Clerk, MD

1. DEBTOR

Name Unilease Computer Corporation  
Address 1370 Avenue of Americas, New York, New York 10019

2. SECURED PARTY

Name First Nationwide Savings, by FNS Corporate Funding, Its Agent  
Address 100 Tiburon Blvd., Mill Valley, CA 94941

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Termination</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 1.0  
POSTAGE .50

8246800 0040 R04 114125  
11/30/88

Dated \_\_\_\_\_

*Elizabeth L. Boling*

(Signature of Secured Party)  
First Nationwide Savings, by  
FNS Corporate Funding

Type or Print Above Name on Above Line

10.50

STATE OF MARYLAND

BOOK 535 PAGE 121

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273517

Book Page  
RECORDED IN LIBER 529 FOLIO 33 ON 6/29/88 (DATE)

1. DEBTOR

Name Kenneth Frank Bazemore

Address 101 Wellham Ave., NW, Glen Burnie, MD 21061

2. SECURED PARTY

Name Atlantic Industrial Credit Corp.

Address 8767 Satyr Hill Road, Baltimore, MD 21234

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNMENT: Harbor Federal Savings &amp; Loan Assn. 3200 Eastern Avenue Baltimore, MD 21224</p>	

RECORD FEE 11.00  
POSTAGE .50  
R246010 0040 R04 714429  
11/30/88

11.50

Atlantic Industrial Credit Corp.

(Signature of Secured Party)

Dated October 24, 1988

Robert E. Polack, President  
Type or Print Above Name on Above Line

**AMENDMENT OF FINANCING STATEMENT**

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p><b>1. DEBTOR and Address (Last Name First)</b></p> <p>Davis Media, Ltd. T/A Davis Deejays 905 Bay Ridge Road Annapolis, Maryland 21043</p>	<p><b>2. SECURED PARTY and Address</b></p> <p>Signet Bank/Maryland P.O. Box 17063 Baltimore, Maryland 21203</p>
<p><b>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</b></p>	<p><b>4. RETURN TO:</b></p> <p>UNION TRUST COMPANY OF MARYLAND BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203</p>

**5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:**

File No. \_\_\_\_\_ File #271364 \_\_\_\_\_ Date 1-21-88 \_\_\_\_\_, 19 \_\_\_\_\_  
Record Reference \_\_\_\_\_ book 522 page 247-248 \_\_\_\_\_

**6. Item No. \_\_\_\_\_ of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:**

Additional \$15,000.00 being extended to customer, which is taxable.

RECORD FEE 10.00  
RECORD TAX 105.00  
POSTAGE .50  
M246020 E040 R04 T14+30  
11/30/88  
CK

10.00  
105.00  
~~115.50~~  
115.50

Dated this 23rd day of November, 19 88

**DEBTOR:**  
Davis Media, Ltd. T/A Davis Deejays  
By: Bill H. Halperin Peridat  
Bill H. Halperin Pres. (Title)  
D. Jeanne Halperine V.P.  
UCC-5

**SECURED PARTY:**  
Signet Bank/Maryland  
By: Mary W. Kittel  
Mary W. Kittel, AVP (Title)

11.50

275550

BOOK 535 PAGE 123

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 150,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, Circuit Court of Baltimore County.

5. Debtor(s) Name(s) Address(es) 1200 Chesapeake Avenue  
 Francis Lumber Co., Inc. Baltimore, Maryland 21226  
 \* P.O. Box 462  
 Millersville, Maryland 21108

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: Kim Hill Baltimore, Maryland 21201  
(Type name & title)  
 Documentation Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors Francis Lumber Co., Inc. \_\_\_\_\_ (Seal)

By: Richard E. Francis (Seal)  
Richard E. Francis, President

RECORD FEE 11.00  
 POSTAGE .50  
 REMOVED TO 104 T14930  
 11/30/88

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

\* this address is being indexed only for any security interest in accounts receivable - all other property is located in Baltimore County

EQUITABLE BANK, NATIONAL ASSOCIATION  
 COMMERCIAL NOTE DEPT.  
 6th FLOOR  
 BALTIMORE, MARYLAND 21201

11.50

BOOK 535 PAGE 124

**TERMINATION STATEMENT**

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.  
(SECURED PARTY)

File # 269010 Book 515 Page 535

BY Gina Jordan Admin Asst  
TITLE

Dated: 11-28-88, 19\_\_

**ACKNOWLEDGMENT COPY**

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19 1209 (REV. 11-80)

Debtor:  
Christine Petrella

10.50

RECORD FEE 10.00  
POSTAGE .50  
GK  
H246DHO 0040 R04 T14133  
11/30/88

535 125

275553

533 107

274915

ANNE ARUNDEL COUNTY, MARYLAND

~~RECORDED~~

FINANCING (CHATTEL) RECORDS

THIS FINANCING STATEMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION.

Not to be recorded  
in Land Records

Not subject to Recordation Tax  
Principal amount of debt secured is:

\$ 348,000.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

### FINANCING STATEMENT

RECORD FEE 13.00  
POSTAGE .50  
#302380 0237 R02 11/15/88  
10/11/88

1. Debtor:  
BECKER BROTHER'S ENTERPRISES

Address:  
19027 North Frederick Avenue  
Gaithersburg, Maryland 20879

2. Secured Party:  
SOVRAN BANK/MARYLAND

Address:  
6610 Rockledge Drive  
Bethesda, Maryland 20817

3. Trustee:  
DANA E. TYDINGS  
RICHARD J. HAJJAR

Address:  
6610 Rockledge Drive  
Bethesda, Maryland 20817

4. This Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

This Financing Statement does not cover any items of property described above which are owned by *bona fide* tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation, if any: as stated in the Note.

Debtor:

Secured Party:

BECKER BROTHER'S ENTERPRISES

By: William G. Becker (SEAL)  
William G. Becker,  
General Partner

By: Charles J. Becker (SEAL)  
Charles J. Becker,  
General Partner

EXHIBIT "A"

All that lot or parcel of ground situate in the Second Assessment District of Anne Arundel County, State of Maryland, being known and designated as unit ~~numbered~~ "A" as shown on the Plat entitled "ANNAPOLIS BUSINESS PLAZA", a Condominium Phase I, which Plat is recorded on September 19, 1988, among the Land Records of Anne Arundel County in Plat Book 39, pages 8 and 9.

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Tracy A. Borge, Esquire  
Miles & Stockbridge  
22 West Jefferson Street  
Rockville, Maryland 20850

535 127

275554

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) The Driggs Corporation 8700 Ashwood Drive Capitol Heights, MD 20743	2. Secured Party(ies) and address(es) General Electric Credit Corporation 600 W. Germantown Pike Plymouth Meeting, PA 19462	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 33.00 POSTAGE .50 #239370 0777 R03 110:54 12/01/88 
4. This financing statement covers the following types (or items) of property: This equipment is located in the County of Anne Arundel, MD One (1) Caterpillar Track Loader Md1. 973, S/N 66G00687; One (1) Badger Hydro-Scopic Excavator Md1. 460 S/N 204115; One (1) Dynapac Soil Roller Md1. CA 25 D S/N 3142S17 Thirty-Seven (37) Sakai Rollers (see Schedule A) with all attachments, accessories, and additions now or hereafter attached thereto and made a part thereof. Debtor is not authorized to sell equipment.  NOT SUBJECT TO RECORDATION TAX		5. Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input checked="" type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected		Filed with: Anne Arundel, MD (MOBILE4THQ)
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		

By: \_\_\_\_\_  
Signature(s) of Debtor(s)

By: GENERAL ELECTRIC CREDIT CORPORATION  
Francis Sabill  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

33 STANDARD FORM - FORM UCC-1.

IDENTIFYING No.

70876



General Electric Credit Corporation

Equipment Sales Financing

11350 McCormick Rd. Executive Plaza II, Room 505 Hunt Valley, Md. 21031 Phone 301-628-7272

FINANCING STATEMENT

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records - Uniform tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Name of Debtor The Driggs Corporation Address 8700 Ashwood Drive, Capitol Heights, MD 20743

2. Name of Secured Party General Electric Credit Corporation Address 10480 Little Patuxent Parkway, Columbia, MD 21044

3. Assignee of Secured Party Address

Person and Address To Whom Statement Is To Be Returned If Different From Above

4. Maturity date of obligation (if any)

This financing statement covers the following types (or items) of property: (list)

The following equipment is located in the county of Montgomery, state of MD: Two Caterpillar Trac k Loaders, model 973, S/N 66G00687 and model 953, S/N 76Y01487; Three Dynapac Soil Rollers, model CA15, S/N 1564S17, model CA25D, S/N 3142S17 and model CA15D, S/N 1862; and One Fiat Allis Power Angle Tilt Dozer, model FD5, S/N 200838 with attachments, accessories and additions now or hereafter attached thereto and a part thereof.

Not subject to recordation tax - for notification purposes only.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to (describe real estate)

(Proceeds of collateral are also covered) (Proceeds of collateral are also covered)

Equipment moves periodically. This filing to cover new location. See previous UCC-1 with debtor signature attached.

(Signature of Debtor) Type or Print Above Signature on Above Line (Signature of Debtor) Type or Print Above Signature on Above Line

SECURED PARTY

General Electric Credit Corporation (Name of Debtor) By (Signature of Secured Party) Sari A. Simon Type or Print Above Name on Above Line

APR -8 AM 10 56 CLERK'S OFFICE MONTGOMERY COUNTY, MD

20.00 1.00 21.00 21.00 11.00 04/08/86

BH

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK SIGNATURES MUST BE IN INK 440030

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

FEB 21 12 35 PM '86

RECORDED IN THE CLERK OF THE COURT GENERAL REGISTER

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Driggs Corporation  
Address 8700 Ashwood Dr., Capitol Heights, MD 20743

2. SECURED PARTY

Name General Electric Credit Corporation  
Address P. O. Box 1038, Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

various new pieces of construction equipment more fully described in Schedule A attached hereto and made a part hereof.

Inventory (including replacements, exchanges, substitutions and accessions) consisting of various new construction equipment as described herein (the "Equipment") plus all attachments, accessories and additions now or hereafter attached thereto together with all proceeds of said inventory, cash or non-cash, whether from sale or lease, authorized or not, and in the ordinary course of Debtor's business or not, returns and repossessions, proceeds of proceeds, insurance policies, any proceeds of insurance policies, and chattel paper consisting of all leases and rental contracts of the Equipment and all rentals, products and proceeds therefrom, including but not limited to the lease dated Feb 19, 1986, between Debtor as lessor and John Driggs Company, Inc. as lessee

CONTINUED ON ANNEX I ATTACHED HERETO & MADE A PART HEREOF.)  
CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

The Driggs Corporation  
[Signature]  
(Signature of Debtor)

R. BURNER TREP  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

General Electric Credit Corporation  
[Signature]  
(Signature of Secured Party)

KEITH L...  
Type or Print Above Signature on Above Line

#316759

FEB 21 12 35 PM '86

Annex I

Debtor: The Driggs Corporation

DEBTOR: General Electric Credit Corporation

covering the Equipment.

Irrespective of any language or implication to the contrary herein, in the security agreement or its related documents, Secured Party and Debtor agree that Debtor is only authorized to lease the Equipment when and as set forth in the security agreement, and has no authority or right to sell the Equipment."

# B16759

## SCHEDULE 'A'

This schedule is to be attached to and become a part of Chattel Mortgage dated Feb 19 1986, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	Serial No.
One (1)	New, Badger Hydro-Scopic truck mounted 6x4, GM Diesel 13 speed fuller road ranger, traction, tread rear tires, running blades, air ride seats.	460	201027
Two (2)	New Badger Hydro-Scopic Excavator 6x4 carrier, GM 8.2L lower, 3L53T upper diesel engine, all traction 9:00 x 20 rear tires, Lexan windows, Bostrom T-Bar seat, electric back-up alarm, 60" ditching bucket, special paint centari "Spitfire Red"	666	204117 204118
Two (2)	New Badger Hydroscopic Excavator 6x4 carrier, GM 8.2L lower, 3.53N upper diesel engine, all traction 9:00 x 20 rear tires, Lexan windows, Bostrom T-Bar seat, electric back-up alarm, 60" ditching bucket, 36" excavating bucket, Centari "spitfire Red" paint	460	204115 204116
One (1)	New Dynapac Soil Roller	CA15STD	1857
One (1)	New Dynapac Soil Roller	CA 15	1564S17
Two (2)	New Dynapac Soil Roller	CA 25 D	3142S17 3139S17
Two (2)	New Fiat Allis Power Angle Tilt Dozer	FD 5	200838 200881
One (1)	New Dynapac Soil Roller	CA 15 D	1862

With all attachments, accessories, and additions now or hereafter attached thereto and made a part thereof.

This schedule is hereby verified correct and undersigned Mortgagor acknowledges receipt of copy.

MORTGAGEE

MORTGAGOR

GENERAL ELECTRIC CREDIT CORPORATION (L.S.)

THE DRIGGS CORPORATION (L.S.)

By: [Signature] (L.S.)By: [Signature] (L.S.)

CI-306

0128F

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 535 132

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE:

Name The Driggs Corporation
Address 8700 Ashwood Dr., Capitol Heights, MD 20743

2. ~~LESSOR~~ LESSOR:

Name Elliott & Frantz, Inc.
Address 450 E. Church Rd., King of Prussia, PA 19406

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Thirty-seven (37) Sakai Rollers, more fully described on Schedule "A" attached hereto and made a part hereof.

Name and address of Assignee
General Electric Credit Corporation
600 W. Germantown Pike, Suite 220
Plymouth Meeting, PA 19462

NOT SUBJECT TO RECORDATION TAX.

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORDED ON JUL 06, 1987 AT 09:21 AM
IN THE FINANCING RECCRDS OF THE MD. S
DEPARTMENT OF ASSESSMENTS AND TAXATIO
ID # 71877486 RECEIPT # 00482020120
SEE BOTTOM OF PAGE FOR LIBER & FOLIO
RECORDING FEE 13.00
RECORDATION TAX

THIS SERVES AS YOUR RECEIPT

By: R. Burney Sr. V.P.
(Signature of Debtor) Lessee

The Driggs Corporation
Type or Print Above Name on Above Line

R. Burney Sr. V.P.
(Signature of Debtor)

Type or Print Above Signature on Above Line

718
2933
2824
(Signature of Secured Party) Lessor

Elliott & Frantz, Inc.
Type or Print Above Signature on Above Line

SCHEDULE 'A'

This schedule is to be attached to and become a part of Lease Agreement dated 6-A 1987, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	MODEL	S/N	DRIGGS E#	E&F E#
Nine (9)	Sakai Rollers	SW41	10059	5575	9371
			10060	5565	9372
			10061	5566	9373
			10062	5567	9374
			10063	5568	9375
			10064	5578	9381
			10065	5579	9382
			10066	5598	9383
			10067	5599	9384
Twelve (12)	Sakai Rollers	SW70C	10068	5606	9398
			10075	5569	9376
			10076	5570	9377
			10077	5571	9378
			10078	5604	9385
			10079	5577	9386
			10085	5607	9427
			10086	5608	9428
			10093	5620	9483
			10094	5619	9484
			10095	5621	9485
			10091	5624	9486
Nine (9)	Sakai Rollers	SV70D	30091	5600	9356
			30092	5573	9357
			30093	5601	9358
			30094	5574	9355
			30095	5572	9359
			30099	5622	9487
			30100	5618	9488
			30101	5623	9489
			30102	5617	9490

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of copy.

LESSOR

ELLIOTT & FRANZ, INC. (L.S.)

By: [Signature] (L.S.)

LESSEE

THE DRIGGS CORPORATION (L.S.)

By: [Signature] (L.S.)

## SCHEDULE 'A'

This schedule is to be attached to and become a part of Lease Agreement dated 6-19 1987, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	MODEL	S/N	DRIGGS E#	E&F E#
Three (3)	Sakai Rollers	SV91D	30201	5576	9361
			30202	5602	9360
			30203	5603	9362
Four (4)	Sakai Rollers	SV91T	30621	5605	9415
			30622	5609	9416
			30623	5610	9417
			30624	5611	9418

With all attachments, accessories, and additions now or hereafter attached thereto and made a part thereof.

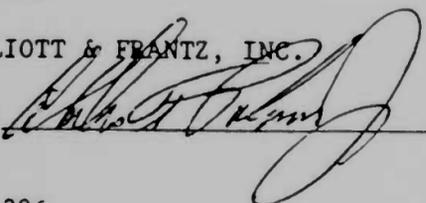
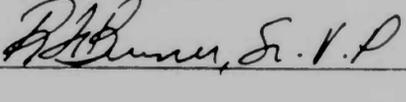
This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of copy.

LESSOR

LESSEE

ELLIOTT &amp; FRANTZ, INC. (L.S.)

THE DRIGGS CORPORATION (L.S.)

By:  (L.S.)By:  (L.S.)

CI-306

0128F

00200D

FINANCING STATEMENT

- 1. X To Be Recorded in the Land Records and Financing Statement Records of Anne Arundel County, Maryland.
- 2. \_\_\_\_\_ To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 3. \_\_\_\_\_ Not Subject to Recordation Tax.
- 4. X Recordation Tax has been paid on the principal amount of \$100,000.00 in connection with the filing of the Purchase Money Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. <u>Debtor Name</u>	<u>Address</u>
Bruce C. Angevine	912 Van Buren Street
Debra I. Angevine	Annapolis, Maryland 21403

6. <u>Secured Party</u>	<u>Address</u>
The Annapolis Banking and Trust Company	Church Circle Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Purchase Money Deed of Trust dated November 22, 1988 from Debtor to John M. Suit, II and David D. Truitt, Trustees (the Purchase Money Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that, pursuant to the Purchase Money Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8255

AB004.49

DEBTOR:

SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST COMPANY

Bruce C. Angevine (SEAL)  
BRUCE C. ANGEVINE

BY: John M. Suit, II (SEAL)  
JOHN M. SUIT, II  
Executive Vice President

Debra I. Angevine (SEAL)  
DEBRA I. ANGEVINE

Mr. Clerk: Please return to William H. Buck, P.O. Box 1911, Annapolis, Maryland 21404.

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8855

EXHIBIT "A"

ALL THAT LOT OF GROUND, being known and designated as Lot No. 30, as shown on the Plat of "Three Mile Oak" prepared by J. R. McCrone, Jr., dated March 1954, and recorded among the Land Records of Anne Arundel County, on April 22, 1954, in Cabinet 4, Rod G-8, Plat No. 2, now Plat Book 24, folio 33.

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8855

Financing Records of  
Anne Arundel County, Maryland

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. N/A  
RECORDED IN LIBER 494 FOLIO 104 ON \_\_\_\_\_ (DATE)

1. DEBTOR

Name ARNOLD STATION LIMITED PARTNERSHIP  
Address 1460 RITCHIE HIGHWAY, SUITE 212, ARNOLD, MD 21012

2. SECURED PARTY

SIGNET BANK/MARYLAND, SUCCESSOR-IN-INTEREST TO  
Name UNION TRUST COMPANY OF MARYLAND  
Address 7 ST. PAUL STREET, BALTIMORE, MD 21202

RECORD FEE 18.00  
POSTAGE .50  
RECORDING TEST ROOM 11:29  
12/01/88  
CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) December 1, 1998

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: All shown on Financing Statement</p> <p>Assignee: Confederation Life Insurance Company 260 Interstate Circle North Atlanta, Georgia 30339 Please return original to: Dennis C. Brady, Esquire O'Malley, Miles &amp; Harrell 99 Commerce Place P.O. Box 900 Upper Marlboro, MD 20772</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Modification to increase limits of amount secured by original financing statement by \$725,000 from \$3,750,000 to \$4,475,000. Recordation taxes of \$5075.00 on the modified amount of \$725,000 shall be paid upon recordation of Amended and Restated Deed of Trust also executed in connection with such increase in the amount secured to the Clerk of the Circuit Court for Anne Arundel County, Maryland.</p>

SIGNET BANK/MARYLAND

Dated December 1, 1988 By: *Gordon DeGeorge*  
(Signature of Secured Party)  
GORDON DeGEORGE  
Vice President  
Type or Print Above Name on Above Line

ARNOLD STATION LIMITED PARTNERSHIP

By: *S. Chandler Sweetser, Jr.* (SEAL)  
S. Chandler Sweetser, Jr.  
General Partner

18.00

## EXHIBIT A

## Description of Property

Beginning for the same at a point in the West side of Md. Rte. 2, Governor Ritchie Highway (150' R/W) said point being further located at the end of the seventh or North 63°47' East, 159.15 foot line of the conveyance to Owen-Shields Limited Partnership by deed dated June 30, 1983 and recorded among the Land Records of Anne Arundel County in Liber 3605 at Page 412.

Thence, from said point of beginning being so fixed and running with the West side of Ritchie Highway South 33°22'30" East 322.43 feet.

Thence, leaving said side of Ritchie Highway and running with the ninth and tenth lines of the conveyance to Owen-Shields Limited Partnership by deed dated June 30, 1983 and recorded in the Land Records of Anne Arundel County in Liber 3605 at Page 423 as surveyed and corrected;

1. South 02°05'10" West 25.44 feet
2. South 50°54'06" West 18.00 feet

Thence, with the following 3 courses and distances of the land exchange between William Tell Claude and Evelyn Muriel Claude and Arnold Station Limited Partnership by deed dated February 18, 1986 and recorded in the Land Records of Anne Arundel County in Liber 4038 at Page 26 and as shown on the plat recorded therewith;

1. South 54°38'40" West, 157.42 feet
2. South 54°38'40" West, 30.25 feet
3. South 33°22'30" East, 179.30 feet to a point in the north-westerly side of Arnold Road (30' R/W).

Thence, with the said side of Arnold Road the following five (5) courses and distances

1. South 51°54'10" West-46.32 feet
2. South 57°22'10" West-118.16 feet
3. South 78°55'10" West-37.03 feet
4. South 27°58'49" East-2.42 feet
5. South 70°31'23" West-43.13 feet to the beginning of the third line of the conveyance to Lois Louise Jenkins (Ponds) by deed dated January 23, 1978 and recorded in the Land Records of Anne Arundel County in Liber 3051, at Page 856.

EXHIBIT A (continued)  
Description of Property

Thence, with said line as surveyed and corrected South 71 28'03 West 63.49 feet to a point in the East side of the abandoned W.B.&A. Railroad Right of Way as conveyed to Anne Arundel County by deed dated December 20, 1982, and recorded in Land Records of Anne Arundel County in Liber 3413 at page 528.

Thence, with part of said East side of said right of way North 26 19'57" West, 493.83 feet.

Thence, with the fourth or North 51 04' East 464.37 foot line of the conveyance to Thomas R. O'Rourke and Maria Digges O'Rourke, his wife by deed dated February 5th 1975 and recorded among the Land Records of Anne Arundel County, at Liber 2735 at Page 404 as surveyed and corrected North 56 02'59" East, 461.74 feet to the place of beginning.

Containing 5.02 acres more or less.

Being all of the conveyance to Owen-Shields Limited Partnership by deed dated June 30, 1983 and recorded in the Land Records of Anne Arundel County in Liber 3605 at Page 423

Also being all of the conveyance to Owen-Shields Limited Partnership by deed dated June 30, 1983 and recorded in the Land Records of Anne Arundel County in Liber 3605 at Page 412.

Also being all of the conveyance to Arnold Station Limited Partnership by deed November 22, 1985 and recorded in the Land Records of Anne Arundel County in Liber 3988 at Page 001.

Also being all of the conveyance to Owen-Shields Limited Partnership by deed dated June 28, 1985 and recorded in the Land Records of Anne Arundel County in Liber 3914 at Page 249.

Also being part of the conveyance to Owen-Shields Limited Partnership by deed dated June 30, 1983 and recorded in the Land Records of Anne Arundel County in Liber 3605 at Page 410.

Also being all of parcel 'A' of the land exchange between William Tell Claude and Evelyn Muriel Claude and Arnold Station Limited Partnership by deed dated February 18, 1986 and recorded in the Land Records of Anne Arundel County in Liber 4038 at Page 026 and as shown on the plat recorded therewith.

EXHIBIT A (continued)

Description of Property

Also being all of Parcel 'A' of the land exchange between William H. Berry et. al. and Owen-Shields Limited Partnership by deed dated June 28, 1985 and recorded in the Land Records of Anne Arundel County in Liber 3919 at Page 881 and as shown on the land exchange plat recorded in the Land Records of Anne Arundel County in Liber 3909 at Page 164.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT :

Liber \_\_\_\_\_

Page No. \_\_\_\_\_

Identification No. 222313

Date January 9, 1979

1. Debtor(s) { Charles E Griffith Jr, and Charlotte M Griffith  
Name or Names—Print or Type  
5550 Greenock Road Lothian A.A. Md. 20820  
Address—Street No., City-County State Zip Code  
First National Bank of Maryland

2. Secured Party { Name or Names—Print or Type  
6704 Curtis Court Glen Burnie, A.A. Md. 21061  
Address—Street No., City-County State Zip Code

3. Maturity Date (if any) January 1, 1984

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  <b>TERMINATION</b></p>

RECORD FEE 10.00  
POSTAGE .50  
402-700-0345 R01 T11456  
12/01/88

Dated: September 13, 1988

The First National Bank of Maryland  
Name of Secured Party

*Melvin Stoler*  
Signature of Secured Party

Melvin Stoler, Vice President  
Type or Print (include Title if Company)

Lucas Bros. Form 7-1

MICHAELSON, KRAUSE & FERFIS, P.A.  
80 WEST STREET, SUITE 110  
P. O. BOX 11  
ANNAPOLIS, MARYLAND 21404

5-10777

Chas. Co. STAM

275556

535 143

FINANCING STATEMENT

1. ( ) To be recorded in the Land Records.
2. (x) To be recorded among the Financing Statement Records.
3. ( ) To be recorded with the State Department of Assessments and Taxation.

RECORD FEE 12.00  
POSTAGE .50  
#531130 0237 R02 T12:39  
12/11/88

This Financing Statement evidenced and publicizes the lien and provisions of the Deed of Trust securing a debt in the aggregate principal amount of \$ 46,250.00 or so much thereof as may be advanced to which instrument all required documentary stamps have been affixed.

NAME OF DEBTOR: FRANCIS R. GRISETTI and  
ERNESTINE J. GRISETTI

ADDRESS: 4519 Winding Brooke Lane  
Lothian, Maryland 20711

NAMES OF SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND

ADDRESS: 14700 Main Street  
Upper Marlboro, Maryland 20772

1. This Financing Statement covers the following items of property:

A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all walks, fences, shrubbery, driveways, building materials, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, burnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment or whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned; it being understood that all the aforesaid shall be deemed to fixtures and part of the land herein described, but whether or not of the nature or fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned. The provisions here of shall not apply to machinery apparatus, equipment fittings, fixtures and articles of personal property used in the business of Grantor or Grantor's lessees whether the same are annexed to the real estate or not, unless the same are also used in the

120030

1710.4



operation of any building located thereon.

B. Proceeds of the above-described collateral.

C. All contract rights of and from the herein-described property or any part thereof.

D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust, heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of the eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.

2. The above described goods, property, interests and rights are located at, affixed to or relate to the property and the improvements now or hereafter existing thereon, being all of the business assets, office furnishings and franchise assets of the business office of "Comprehensive Accounting Services, located at 4519 Winding Brooke Lane, Lothian, Maryland.

3. The maturity date of the obligation is: December 1, 1994.

Dated: November 22, 1988

DEBTOR SIGNATURE

SECURED PARTY SIGNATURES:

*Ernestine J. Griseti*  
ERNESTINE J. GRISETTI

*Francis R. Griseti*  
FRANCIS R. GRISETTI

By: *Gary Paul*  
GARY PAUL  
Assistant Vice-President  
The First National Bank of  
Maryland

AFTER RECORDING RETURN TO:  
THE FIRST NATIONAL BANK OF MARYLAND  
Post Office Box 60  
Upper Marlboro, Maryland 20772  
Attn: Gary Paul

275557

BOOK 535 PAGE 145

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$20,000.00.

1. Name of Debtor(s): Coastal Environmental Services, Inc.  
 Address: 1099 Winterson Road, Suite 130  
 Linthicum, Maryland 21090

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
 Address: ~~10000 Old Columbia Road~~  
~~20000 Old Columbia Road~~  
 25 W. Chesapeake Avenue  
 Towson, Maryland 21204

3. This Financing Statement covers the following types (or items) of property:  
Equipment. All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever.  
Accounts. All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

4. Check the statements which apply, if any, and supply the information indicated:

- (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00  
 RECORD TAX 140.00  
 POSTAGE .50  
 #334590 1237 RD2 716:09  
 12/21/88

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s): COASTAL ENVIRONMENTAL SERVICES, INC. Secured Party:

*Fred Jacobs*  
 Fred Jacobs, President  
*Douglas G. Heimbuch*  
 Douglas G. Heimbuch, Treasurer

FIRST AMERICAN BANK OF MARYLAND

By: *John F. Winkler, Jr.*  
 John F. Winkler, Jr., Vice President  
 (Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

275558

BOOK 535 - 146

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County and with the Maryland State Department of Assessments and Taxation
- 3.  Not subject to Recordation Tax.
- 4.  Recordation Tax has been paid on the principal amount of \$296,349.41 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s): MARYLAND MANOR OF GLEN BURNIE, INC. Address(es): 7575 East Howard Street  
Glen Burnie, Maryland 21061

RECORD FEE 11.00  
POSTAGE .50  
#247140 0040 R04 T15:06  
12/01/88

6. Secured Party: MARYLAND NATIONAL BANK Address: Real Estate and Mortgage Division  
Attention: Dennis R. Glasgow 10 Light Street  
19th Floor  
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May, 19 88 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):  
MARYLAND MANOR OF GLEN BURNIE, INC.  
By Carl A. Brunetto (SEAL)  
Carl A. Brunetto, President

Secured Party:  
MARYLAND NATIONAL BANK  
By Dennis R. Glasgow (SEAL)  
Dennis R. Glasgow, Assistant Vice President  
Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

11.50

## EXHIBIT 'A'

ALL THAT LOT OF GROUND, situate, lying and being in the Third Assessment District of Anne Arundel County, Maryland, and described as follows, that is to say:

BEGINNING for the same at a point in the closing line of the second parcel of the conveyance by M.A. Management, Inc., unto Maryland Nursing Home, Inc. by deed dated December 5, 1972 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2545 folio 184; said beginning point being on the Easternmost side of Howard Road; thence leaving said beginning point so fixed and running with the Easternmost side of said road as now surveyed with a meridian referred to the Anne Arundel County Grid, South 28 degrees 05 minutes 26 seconds East 297.19 feet to intersect the Northernmost side of Marley Neck Road (now Marley Neck Blvd.) as shown on Plats 4 and 5 of 12, recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2659 folio 371 with the conveyance from Maryland Nursing Homes, Inc. unto Anne Arundel County, Maryland; thence running with said road the following courses and distances:

South 75 degrees 58 minutes 30 seconds East 23.86 feet;

North 42 degrees 11 minutes 38 seconds East 82.96 feet;

North 31 degrees 58 minutes 40 seconds East 49.98 feet;

North 46 degrees 13 minutes 42 seconds East 49.56 feet;

North 45 degrees 28 minutes 15 seconds East 49.63 feet to a curve to the left having a radius of 3774.71 feet on an arc of 148.23 feet, said arc having a chord of

North 38 degrees 11 minutes 20 seconds East 148.22 feet; thence

North 40 degrees 09 minutes 43 seconds East 49.52 feet;

North 38 degrees 15 minutes 15 seconds East 49.50 feet;

North 38 degrees 39 minutes 26 seconds East 49.59 feet;

North 36 degrees 05 minutes 04 seconds East 49.57 feet to a curve to the left having a radius of 3784.71 on an arc of 138.96 feet, said arc having a chord of North 33 degrees 00 minute 43 seconds East 138.95 feet to intersect the third or North 20 degrees 48 minutes West 340.65 foot line of said second parcel of said conveyance to Maryland Nursing Home, Inc.; thence leaving said road and running North 28 degrees 20 minutes 26 seconds West 27.29 feet to the end of said line; thence running with part of said closing line South 61 degrees 54 minutes 06 seconds West 673.41 feet to the place of beginning. Containing 2.795 acres, more or less, according to a survey plat and description by Edward Hall, III and Associates in July of 1984.

275559

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) FORKOSH JACK FORKOSH SUSAN A. 160 LYONS CREEK HOPTLE ESTATES LOTHIAN MD 20711	2 Secured Party(ies) Name(s) and Address(es) CHESAPEAKE HM OF LAUREL, INC. 10039 W. SECOND AVE. LAUREL, MD 20707	4 For Filing Officer: Date, Time, No. Filing Office <i>[Handwritten initials]</i> RECORD FEE 12.00	
5 This Financing Statement covers the following types (or items) of property 1969 IMPERIAL 2401 24 X 60 SERIAL # 892757A8 AND INCLUDING ALL <del>FIXTURES</del> FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT <input type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPTIZ BOULEVARD SUITE 240	
8 Describe Real Estate Here	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner	7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)
No. & Street	Town or City	County	Section
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).	
By <i>Jack Forkosh &amp; Susan P. Forkosh</i> Signature(s) of Debtor(s)		By <i>Diana Rubenstein, Agent</i> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)	
(1) Filing Officer Copy—Numerical		STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania	

(3/83)

275560

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3  The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)  
SHEETS ROBERT J.  
SHEETS DORIS M.  
2795 BAYSIDE BEACH RD  
PASEBENA MD 21122

2 Secured Party(ies) Name(s) and Address(es)  
EASTERN HOMES, INC.  
8291 WASHINGTON BLVD.  
JESSUP, MD 20794

4 For Filing ~~RECORD FEE~~ No Filing Fee  
POSTAGE .50  
R247340 0040 R04 T09:32  
12/02/88

5 This Financing Statement covers the following types (or items) of property

1988 KEMBERLY/OCILLA SILVERLAKE 24 X 44  
SERIAL # 0436 AND INCLUDING ALL FURNITURE, FIXTURES,  
APPLIANCES AND APPURTENANCES THEREIN AND THERETO;  
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT

6 Assignee(s) of Secured Party and Address(es)

GREEN TREE ACCEPTANCE INC.  
2200 OPITZ BOULEVARD SUITE 245  
WOODBRIE, VA 22194

Products of the Collateral are also covered

The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like  
(including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No & Street 1200 Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

SHEETS ROBERT J.

SHEETS DORIS M.

EASTERN HOMES, INC.

By *Robert J. Sheets* Signature(s) of Debtor(s)

By *Doris M. Sheets* Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Numerical

(Required only if Item 10 is checked)

(3/83)

275561

BOOK 535 PAGE 150

TO BE ) INDEX IN LAND RECORDS  SUBJECT TO ) RECORDING  
 NOT TO BE )  NOT SUBJECT) TAX ON  
 RECORDED IN FINANCING STATEMENTS TO ) \$ 170,000.00  
 AMOUNT OF

DATE: October 31, 1988

FINANCING STATEMENT

1. DEBTOR Robert J. McDaniel and Ambler M. Blick  
Name or Names

11422 Reistertown Road Owings Mills, MD. 21117  
Address City State Zip Code

2. SECURED PARTY AMERICAN NATIONAL SAVINGS ASSOCIATION  
Name or Names

Liberty and Lexington Streets Baltimore, Maryland 21201  
Address City State Zip Code

3. This Financing Statement covers the following types of property:

All building and improvements of every kind and description now or hereafter erected or placed on the premises described in the hereinafter mentioned Mortgage and all fixtures, including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating and air conditioning plants, and refrigerators, whether mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings, and all of the rents, issues and profits which may arise or be had therefrom and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands described in the hereafter mentioned Mortgage which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are ever used or furnished in operating a building or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof, or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner together with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein.

4. If above described property is to be affixed to real property, describe real property.

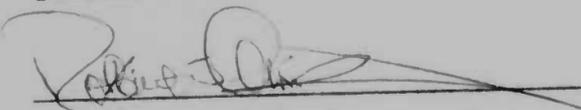
All the land and improvements known as 1701 Grandview Road described in a Mortgage dated October 31, 1988, and recorded among the Land Records of Anne Arundel County prior hereto from the above Debtor to American National Savings Association-----reference to

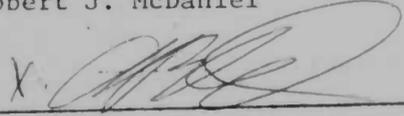
15

which description is made for the purpose of incorporating herein the description as set forth in said Mortgage to the same legal effect as if set forth in full herein.

- 5. If Collateral is crops, describe real estate.
- 6. Proceeds of collateral   X   are            are not covered.
- 7. Products of collateral            are   X   are not covered.
- 8. Maturity date of Obligation: November 1, 2003

DEBTOR:

  
 \_\_\_\_\_  
 Robert J. McDaniel

  X     
 \_\_\_\_\_  
 Ambler M. Blick

4. REC. #15150

TO THE FILING OFFICER: After this statement has been recorded, please mail same to: American National Savings Association, 211 N. Liberty Street, Baltimore, Maryland 21201

FINANCING STATEMENT

FROM  
DEBTOR

ROBERT J. MCDANIEL AND  
AMBLER M. BLICK

TO  
SECURED PARTY

AMERICAN NATIONAL SAVINGS  
ASSOCIATION

MR. CLERK

RETURN TO THE

AMERICAN NATIONAL SAVINGS  
ASSOCIATION

211 N. LIBERTY STREET  
BALTIMORE, MARYLAND 21201-3978

1701 Grandview Road  
G-12921

535-152

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 251163 recorded in Liber 471 Folio 286 on 3/8/84 at Anne Arundel County

1. DEBTOR(S): Robert W. Frazier, M.D., P.A. T/A Radiologic Associates ADDRESS(ES): 2510 Riva Rd. Suite 216 Annapolis, MD 21401 2. SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: Collateral Unit ADDRESS: MAILSTOP: 500-501; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective. 4. XX TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below. 6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is: a. Not subject to Recordation Tax. b. Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_. 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00 POSTAGE .50 8247690 COM ROOM T07:48 12/05/86

DEBTOR(S): \_\_\_\_\_ (Signature necessary only if Item 6 is applicable)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank BY: \_\_\_\_\_ (SEAL)

Vice President (Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

207-126 REV. 4-86

10.50

275562

BOOK 535 PAGE 153

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Craig, John B. & Gerri-Lee 1704 Dryden Way Crofton, Md. 21114	2. Secured Party(ies) and address(es) Furs By Gartenhaus, Inc. 6950 Wisconsin Ave. Chevy Chase, Md. 20815	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 #247770 0040 R04 109158 12/05/88 
4. This financing statement covers the following types (or items) of property:  Natural Blue Iris Mink Jacket Special Order #07258		5. Assignee(s) of Secured Party and Address(es) Chrysler First 12500 Fair Lakes Cr. Fairfax, Va. 22033

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented

Filed with:

<sup>12.00</sup>  
 By John B. & Gerri-Lee Craig  
 By Gerri-Lee J. Craig  
 Signature(s) of Debtor(s)

Furs By Gartenhaus, Inc.  
 By [Signature]  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

535 154

275563

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:		RECORD FEE 11.00 POSTAGE .50 #247000 CG40 R04 110+03 12/05/08 J.
(1) Debtor(s) (Last Name First) and Address(es): Reds Dove, Inc. 2729 Solomons Island Road Edgewater, MD 21037 M-33691-1	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co Inc P O Box 9595 Baltimore MD 21037	
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.  
One (1) Caterpillar Model #615 Wheel Tractor S/N 46Z01377  
One (1) Caterpillar Model #615 Elev Scraper S/N 47Z01373

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)  
Reds Dove, Inc  
James O. Steinburg, Pres.  
(By) *[Signature]*  
Standard Form Approved by U.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical  
1150 James O. Steinburg - Pres.

Secured Party(ies) [or Assignees]  
Alban Tractor Co Inc  
(By) *[Signature]*  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

275564

535 155

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

RECORD FEE 11.00  
POSTAGE .50  
#247810 C040 R04 T10:04  
12/05/88

(1) Debtor(s) (Last Name First) and Address(es)  
Reds Dove, Inc.  
2729 Solomons Island Road  
Edgewater, MD 21037  
M-33622-1

(2) Secured Party(ies) (Name(s) And Address(es))  
ALban Tractor Co Inc  
P O Box 9595  
Baltimore, MD 21237

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) Used DJB Model #D25C Dump Truck S/N 25DB7370

NOT SUBJECT TO RECORDATION TAX

~~XX~~ Products of the Collateral Are Also Covered.

(6) Signatures Debtor(s)

Reds Dove, Inc.

James O. Steinburg Pres.

(By)

Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Office Copy - Notarized

Secured Party(ies) [or Assignees]

ALban Tractor Co Inc

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

275565

535 158

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):  
Reds Dove, Inc.  
2729 Solomons Island Road  
Edgewater, MD 21037  
M-33621-1

(2) Secured Party(ies) (Name(s) And Address(es))  
Alban Tractor Co., Inc.  
P. O. Box 9595  
Baltimore, MD 21237

RECORD FEE 11.00  
POSTAGE .50  
#247820 0040 004 110105  
12/05/88  
D

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) Used DJB Model #D25C Dump Truck S/N 25DB6724

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures Debtor(s)

Secured Party(ies) [or Assignees]

Reds Dove, Inc

Alban Tractor Co Inc

James O. Stenberg Pres.

(By)

(By)

Standard Form Approved by N.C. Sec. of State and other states shown above.

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction and

Collateral Is Brought Into This State

Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

Filing Officer Copy - Historical

Anne Arundel

296540

Fee: \$12.00

BOOK 535 157

FINANCING STATEMENT

FORM 700X UC 31

Identifying File # 275566

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ NOT SUBJECT

If this statement is to be recorded in land records check here

Signed Conditional Sales Contract

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR

Name DAVID W. RAVADGE & VALERIE J. O'NEIL

Address 731 RIVER ROAD, GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION

Address 200 SHEFFIELD STREET MOUNTAINSIDE, N.J. 07092

Midlantic National Bank, 2 Broad Street, Bloomfield, New Jersey 07003

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (List)

A new 1988 Wellcraft Classic 19'3". Beam span 7'7", hull serial #WELT5624E888. 1988 gas Mercruiser engines. Serial #OB969071 Shoreline Trailer Model #

SMITH MARINE 910 RITCHIE HIGHWAY SEVERNA PARK, MD. 21146

ASSIGNED TO: MIDLANTIC NATIONAL BANK 2 BROAD STREET BLOOMFIELD, NJ 07003

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 12.00 #247030 0040 R04 T10-06 12/05/88

Signature of Debtor

DAVID W. RAVADGE Type or Print Above Name on Above Line

Signature of Debtor

VALERIE J. O'NEIL Type or Print Above Signature on Above Line

Signature of Secured Party

SMITH MARINE Type or Print Above Signature on Above Line

1500

275567

F I N A N C I N G   S T A T E M E N T

BOOK 535 PAGE 158

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

Telecommunications Systems, Inc.  
47 Randall Street, Suite 200  
Annapolis, Maryland 21401

2. NAME AND ADDRESS OF SECURED PARTY:

Small Business Administration, an Agency of the U.S. Government,  
Equitable Building, 3rd Floor, 10 N. Calvert Street  
Baltimore, Maryland 21202

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc. and proceeds.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired and proceeds.
- Contract rights, including after acquired and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at \_\_\_\_\_, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

RECORD FEE 11.00  
 POSTAGE .50  
 #247040 0040 104 T10120  
 12/13/08

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: \_\_\_\_\_

5. This transaction is  is not  exempt from the recordation tax.  
Principal amount of the Debt is \$ 100,000.00 plus interest & costs.

DEBTOR:

Telecommunications Systems, Inc.

Attest:

Jessica M. S. Taylor  
Secretary

By: Maurice B. Tosi  
President

AFTER RECORDATION RETURN TO: Small Business Administration  
Equitable Building, 3rd Floor  
10 N. Calvert Street  
Baltimore, MD 21202

11.50

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures

To Be Recorded in Land Records

For Filing Officer Use File No. \_\_\_\_\_

Date & Hour \_\_\_\_\_

This statement is presented to filing officer for filing pursuant to the Uniform Commercial Code.

Filing Number of original financing statement 262850

Date of Filing 7-23-86

Record References Book 501 Page 56

Maturity Date (if any) N/A

Name(s) of Debtor(s) or Assignor(s) (last name first)	No.	Street	City	State
Ray Sears and Son, Inc.	2387	Rutland Road	Davidsonville, MD	21035

Name of Secured Party or Assignee	No.	Street	City	State
Annapolis Federal Savings Bank Formerly known as Annapolis Federal Savings and Loan Association		P.O. Box 751, 140 Main St.	Annapolis, MD	21404

RECORD FEE 10.00  
 POSTAGE .50  
 #247830 0040 R04 T10+21  
 12/05/88

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER RELEASE ACCOUNTS RECEIVABLE

DEBTOR(S) OR ASSIGNOR(S)  
Ray Sears and Son, Inc.

*Raymond R. Sears*  
Raymond R. Sears, President

Type or Print Name Under Signature

Annapolis Federal Savings Bank  
Formerly known as  
Annapolis Federal Savings & Loan Assoc.  
Corporate, Trade, or Firm Name

*John M. Crook*  
Signature of Secured Party or Assignee  
John M. Crook, Senior Vice President  
Owner, Partner, or Officer & Title

(Signatures Must Be in Ink)

1050

275568

STATE OF MARYLAND 535-160

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Corman Construction, Inc.

Address 12001 Guilford Road Jessup, MD 20794

2. SECURED PARTY

Name State Equipment, Division of Secorp National, Inc.

Address 1400 Joh Avenue Baltimore, MD 21227

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Liebherr Model 932HDSL Excavator S/N 4037 W/43" Bucket  
One (1) New Liebherr Model 942HDSL Excavator S/N 4088 W/43" Bucket

ASSIGNEE OF THE SECURED PARTY:  
First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

RECORD FEE 11.00  
POSTAGE .50  
#247860 0040 R04 T10122  
12/05/88

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Corman Construction, Inc.

William G. Cox, Pres-Treas.  
(Signature of Debtor)

William G. Cox, Pres-Treas.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

State Equipment, Division of Secorp National, Inc.

Roy Neal Sales Mgr.  
(Signature of Secured Party)

Roy Neal Sales Mgr.  
Type or Print Above Signature on Above Line

11.00  
+ .50  
-----  
11.50

275569

535 161

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Clerk of the Court of Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 13,440. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of Court of Anne Arundel County

5. Debtor(s) Name(s): Powerhouse Tool and Supply, Inc. Address(es): 911A Commerce Road Annapolis, MD 21401

RECORD FEE 11.00  
RECORD TAX 94.50  
POSTAGE .50

6. Secured Party: Maryland National Bank Address: Department: Collateral Unit  
Post Office Box 987, Mailstop 500-501  
Attention: Collateral Unit Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

#247870 C040 ROM 110173

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Main: CPV	TW0003540	Front: Kintron Monitor	K8803939
Keyboard	216582	Kintron Monitor	K8803941
Monitor	MC80803158	Printer	MA35379
Printer	MA6876		

Debtor: Powerhouse Tool and Supply, Inc.

Secured Party: Maryland National Bank

By: Stephan E. Sobolewski (Seal)  
Type name and title, if any  
Stephan E. Sobolewski, President

By: Laura R. Richardson (Seal)

By: Ivy D. Sobolewski (Seal)  
Type name and title, if any  
Ivy D. Sobolewski, Vice President

Type name and title  
Laura R. Richardson  
Commercial Banking Officer

MARYLAND NATIONAL BANK

11.00  
94.50  
.50

12/05/06

535 162  
This financial statement dated October 3, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

275570

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ Personal Property/  
Inventory  
Form UCC-1

FINANCING STATEMENT

Mark's Auto Parts

1. Debtor(s):

Name or Names—Print or Type  
1950 West Street, Annapolis, Maryland 21401  
Address—Street No., City - County State Zip Code  
C E M Enterprises

Name or Names—Print or Type  
1950 West Street, Annapolis, Maryland 21401  
Address—Street No., City - County State Zip Code  
\* See Reverse Side

Cummins Public Service Radiator Company, Incorporated

2. Secured Party:

Name or Names—Print or Type  
1438-42 Light Street, Baltimore, Maryland 21230  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Heaters Cores & Radiators. \*\* See Reverse Side for List of Merchandise

✓ Maturity date of obligation: APRIL 1990

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

RECORD FEE 14.00  
POSTAGE .50  
#247880 C040 R04 110-124  
12/05/88

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

✓ Charles English  
(Signature of Debtor)

Mark's Auto Parts

Type or Print  
✓ Charles English  
(Signature of Debtor)

C E M Enterprises

Type or Print

SECURED PARTY:

Cummins Public Service Radiator Co., Inc.

(Company, if applicable)  
✓ Patricia M Smith  
(Signature of Secured Party)

Patricia M Smith (Corporate Secretary & Treasurer)  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
Seller is the secured party of the Radiators & Heaters, Please return a copy to the  
Following address: CUMMINS PUBLIC SERVICE RADIATOR COMPANY, INC.  
Name and Address 1438-42 LIGHT STREET, BALTIMORE, MARYLAND 21230

Lucas Bros. Form F-1

14.90  
✓ Charles English  
(Signature of Debtor)

Charles English

✓ Charles English  
(Signature of Debtor)

Discount Auto Parts

\* 1. Debtor: \_\_\_\_\_

FORM 535 - 163

Name: Charles E English

Address: 103 Hollyberry Road  
Severna Park, Maryland 21146

Name: Discount Auto Parts

Address: 4907 Annapolis Road  
Bladensburg, Maryland 20410

\*\* 3. Types of property covered by the financial statement

The property covered in this financial statement is referenced by the following invoice numbers:

13607, 13698, 13671, 13725, 13752, 13803, 13927, 14097, 14094, 14355, 14406, 14435, 14440, 14496, 14528, 14576, 14662, 14950, 15207, 15212, 15328, 15321, 15398, 15412, 15539, 15575, 15618, 15608, 15737, 15783, 16121, 16179, 16566, 17035, 18021, 18726, 18883, 19620, 20629, 21008, 22170, 22262, 22507.

Total Obligation : 8767.60. To be paid in 4 initial weekly installments of \$500.00 and minimum of 100.00 per week thereafter until obligation is paid in full.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 275571

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3160.62

If this statement is to be recorded in land records check here.

This financing statement Dated 08-22-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GEORGE RANDAZZO AND VICKI RANDAZZO
Address 7665 MARCY DRIVE

2. SECURED PARTY

Name Avco Financial
Address 7154 East Furnace Branch Rd.

Glen Burnie, Maryland 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER PERSONAL CONSUMER PROPERTY

RECORD FEE 12.00
RECORD TAX 24.50
POSTAGE .50
RD48000 C040 R04 T10146
12/05/88

CHECK [X] THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Handwritten calculations: 12.00 + 24.50 + .50 = 37.00

Handwritten signature of George R. Randazzo

GEORGE R. RANDAZZO
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of Joyce M. Raley

JOYCE M. RALEY MANAGER
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Vertical stamp: 535 164

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275572

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 11-30-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name International Motors of Annapolis, Ltd.
Address 211 West Street, Annapolis, MD 21401

2. SECURED PARTY

Name Saab-Scania Financial Services Corp.
Address 305 Fellowship Road, Suite 214, Mt. Laurel, NJ 08054

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Motor vehicles and vehicles of all types, all motor vehicle parts and accessories inventory, and all Equipment, wherever located, whether now owned or hereafter acquired, and all accounts, chattel paper, instruments and documents relating thereto; all furniture, fixtures and general intangibles including sums receivable from vendors, rebates, refunds, discounts, bonuses and the like.

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#248020 0040 004 110:50
12/05/88

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- 1100
500
[X] (Proceeds of collateral are also covered)
[ ] (Products of collateral are also covered)

International Motors of Annapolis, Ltd.
(Signature of Debtor)

by: [Signature]
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Saab-Scania Financial Services Corp.

(Signature of Secured Party)
by: [Signature] REG. MGR.
Type or Print Above Signature on Above Line

BOOK 535 PAGE 165

535-166 . .

# not used

copy of 165

12-5-88

STATE OF MARYLAND

BOOK 535 PAGE 167

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266380

RECORDED IN LIBER 509 FOLIO 90 ON 2/26/87 (DATE)

1. DEBTOR

Name International Motors of Annapolis, Ltd.

Address 211 West Street, Annapolis, MD 21401

2. SECURED PARTY

Name NCNB National Bank of North Carolina

Address 2120 Pinewood Road, Greensboro, NC 27407

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>
	<p>RECORD FEE 10.00</p> <p>POSTAGE .50</p> <p>#248030 1040 R04 110:50</p> <p>12/05/88</p> <p>CK</p>	
	<p>10.00 1.50</p>	

Dated 11-30-88

NCNB National Bank of North Carolina  
(Signature of Secured Party)

by: Thomas P Norris  
Type or Print Above Name on Above Line

275574

BOOK 535 PAGE 168

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Finlay Fine Jewelry Corporation  
521 Fifth Avenue  
New York, N.Y. 10175  
Fed. Tax ID. No. 13-3287757

Westinghouse Credit Corporation  
One Oxford Centre, 8th Floor  
Pittsburgh, PA 15219  
Fed. Tax ID. No. 25-1007352

RECORD FEE 11.00  
POSTAGE .50  
#248040 0040 R04 T11:00  
12/05/88

4 This financing statement covers the following types (or items) of property:

All of Debtor's property of every kind, wherever located and whether now owned or hereafter acquired, and all products and proceeds thereof, including without limitation all of Debtor's now owned or hereafter acquired Accounts, Inventory, Equipment, General Intangibles, Instruments, Documents, Chattel Paper, Real Property and Fixtures, and all products and proceeds thereof, (other than "Excluded Assets" as that term is defined in the Financing and Security Agreement between Debtor and Secured Party).

5. Assignee(s) of Secured Party and Address(es)

RECORDATION TAX HAS BEEN PAID TO THE DEPARTMENT OF ASSESSMENT AND TAXATION

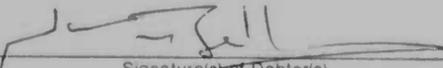
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with  
Anne Arundel Clerk of  
Circuit Court

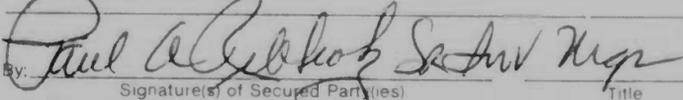
Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Finlay Fine Jewelry Corporation

Westinghouse Credit Corporation

By:   
Signature of Debtor(s)

E.V.P.  
Title

By:   
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

275575

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

BOOK 535 PAGE 169

DATE: 12-01-88

(~~xxx~~) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_

NAME OF DEBTOR (S): Morgan W. Wayson, Jr.  
Janet L. Wayson

ADDRESS: 120 Owensville Road  
West River, Maryland 20778

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

A 1/2 Limited partnership unit in the American Beeper Associates Limited Partnership

RECORD FEE 12.00  
POSTAGE .50  
#240050 0040 R04 T11107  
12/05/88

DEBTOR(S): Morgan W. Wayson, Jr.  
Janet L. Wayson  
~~Company Name~~

BY: [Signature]  
Morgan W. Wayson, Jr.

BY: [Signature]  
Janet L. Wayson

BY: \_\_\_\_\_

SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK

BY: [Signature]  
(Authorized Signature)

John M. Crook  
Senior Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

BOOK 535 170

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 519 FOLIO 155 ON October 21, 1987 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation  
Address 305 East Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Provident Bank of Maryland  
Address 114 East Lexington Street, Baltimore, MD 21202 Attn: Commercial Real Estate Department  
Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

RECORD FEE 10.00  
POSTAGE .50  
#240550 0777 103 111:05  
12/05/88

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

PROVIDENT BANK OF MARYLAND

Dated November 21 1988

By: [Signature]  
(Signature of Secured Party)

Vice President  
Type or Print Above Name on Above Line

15.50

DIVERSIFIED TITLE CORPORATION  
10 EAST BALTIMORE STREET  
SUITE 1212  
BALTIMORE, MD 21202

535 171

100 100 100

BEING KNOWN AND DESIGNATED as Lot No. 21 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 4 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 42, respectively.

BEING KNOWN AND DESIGNATED as Lots Numbered 48, 49 and 53 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 2 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 40, respectively.



535-172

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 501 FOLIO 09 ON July 22, 1986 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation

Address 305 East Furnace Branch Road, Glen Burnie, Md 21061

2. SECURED PARTY

Name Provident Bank of Maryland

Address 114 East Lexington Street, Baltimore, MD 21202, Attn: Commercial Real Estate Department

Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

RECORD FEE 10.00  
POSTAGE .50  
#240560 C77 R03 711:06  
12/05/88

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

PROVIDENT BANK OF MARYLAND

Dated November 21, 1988

By: [Signature]  
(Signature of Secured Party)

Vice President  
Type or Print Above Name on Above Line

105

DIVERSIFIED TITLE CORPORATION  
10 EAST BALTIMORE STREET  
SUITE 1212  
BALTIMORE, MD 21202

BOOK 535 173

BEING KNOWN AND DESIGNATED as Lot No. 21 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 4 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 42, respectively.

BEING KNOWN AND DESIGNATED as Lots Numbered 48, 49 and 53 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 2 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 40, respectively.

275576

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING  
STATEMENT RECORDS OF THE STATE  
OF MARYLAND, AND IN THE LAND  
RECORDS AND THE FINANCING STATEMENT  
RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO  
RECORDATION TAX

BOOK 535  
PAGE 174

This Financing Statement is presented to a Filing  
Officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: Daniel L. Callihan  
Lana S. Callihan, individually  
and d/b/a The GBC Company  
9069 Bellwart Way  
Columbia, Maryland 21045
  
2. NAME AND ADDRESS OF SECURED PARTY: The First National Bank of  
Maryland  
P.O. Box 1596  
Baltimore, Maryland 21298-9919  
Attn: R.E. Miller,  
Vice President

3. This Financing Statement covers the following  
types (or items) of property:

(a) All fixtures, fittings, furnishings,  
appliances, apparatus, equipment and machinery, and all  
articles of personal property of every kind and nature  
whatsoever now or hereafter located in or upon any interest  
or estate in that certain parcel of real property and  
improvements now or hereafter thereon, located in Anne  
Arundel County, Maryland, and more particularly described in  
Exhibit A, attached hereto and made a part hereof (the  
"Property"), or any part thereof, and used or usable in  
connection with any present or future operation of the  
Property, and now owned or hereafter acquired by Debtor and  
any property of any tenant thereon to which Debtor as  
landlord would have access upon default by such tenant,  
including, without limiting the generality of the foregoing,  
all screens, storm windows and doors, floor coverings,  
shrubbery, plants, boilers, tanks, machinery, furnaces,  
radiators, blinds and all heating, lighting and flood  
lighting, plumbing, power, water, refrigerating, gas,  
electric, ventilating, air conditioning, fire protection,  
maintenance and incinerating systems and equipment,  
switchboards and other communications apparatus, elevators  
and escalators and including all equipment installed or to be

RECORDED FEE 17.00  
408750 CM5 RM 711431  
12/05/88  
B

19

installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof; provided, however, that notwithstanding the provisions of this subsection (a), furniture, equipment, machinery and personal property (including all replacements thereof) that are used by Debtor in connection with its business and not essential to the utilization of the Property and which were not purchased with any of the proceeds of the Loan (herein defined), including (but without limitation) office furniture and office equipment, shall not be deemed to be collateral subject to the lien of the Deed of Trust (herein defined), the security interest created thereby or the financing prohibitions therein set forth;

BOOK 535 175

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the aforescribed personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

The Property is also described in that certain Consolidated, Amended, and Restated Deed of Trust and Security Agreement of even date herewith, made between Debtor

and Donald C. Bittner and Norman S. Hovermale, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a loan (the "Loan") made by Secured Party to Debtor under and pursuant to the Deed of Trust.

5. Proceeds and products of the collateral are also covered.

6. The names of the record owners of the Property are Daniel L. Callihan and Lana S. Callihan.

7. This transaction is EXEMPT from recordation tax. The principal amount of the debt initially incurred is Three Hundred Thousand Sixty-Six Dollars (\$366,000).

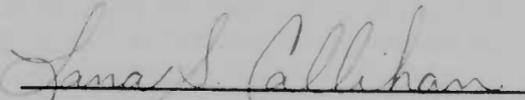
Debtor:

(SEAL)



Daniel L. Callihan

(SEAL)



Lana S. Callihan

Date: 11/30/88

Mr. Clerk: Please return to: Steven J. Fox, Esquire  
Weinberg and Green  
Suite 950  
10480 Little Patuxent  
Parkway  
Columbia, Maryland  
21044-3506

535 176

3584 417  
EXHIBIT

All that property situate, lying and being in the Fifth Assessment District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING FOR THE SAME in the center line of a 60 foot right-of-way known as Wellham Avenue at the southeast corner of the second parcel of land conveyed by Glen Burnie Mall, Inc. to Plaza Builders, Inc. by deed dated December 27, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1534, folio 1, and running thence with the easternmost boundary of the said second parcel, the reverse thereof North 06 degrees 59 minutes 40 seconds East 30 feet to an iron pipe now set on the northermost side of the aforementioned 60 foot right-of-way, thence still continuing with the said easternmost boundary of the aforesaid second parcel North 06 degrees 59 minutes 40 seconds East 256.47 feet to an iron pipe now set in the northernmost outline of the whole tract (of which the land herein described is a part), thence running with the said northernmost outline South 83 degrees 20 minutes 20 seconds East 150 feet to an iron pipe now set thence leaving the said outline and running for a line of division South 06 degrees 59 minutes 40 seconds West 256.47 feet to an iron pipe now set on the northermost side of the aforementioned 60 foot right-of-way, thence continuing the same line and running South 06 degrees 59 minutes 40 seconds West 30 feet to the center line of said 60 foot right-of-way, thence running with the center line of said right-of-way North 83 degrees 20 minutes 20 seconds West 150 feet to the place of beginning. Containing 0.833 acres more or less, excluding the area within the aforesaid right-of-way. Being 0.833 acres more or less on 60-foot right of way, known as Wellham Avenue, east of Governor Ritchie Highway, situate and lying in the Fifth Assessment District of Anne Arundel County, State of Maryland, as shown on copy of Plat of same recorded with Deed dated 8/11/66 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1998, folio 519, from Bowen Corporation, a body corporate of the State of Maryland, to George F. Kuhlmann, Jr. and Elizabeth B. Kuhlmann, his wife. The improvements thereon being known as No. 104 Wellham Avenue.

BEING the same lot of ground which by Deed dated March 15, 1979 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 3184, folio 363, was granted and conveyed by and among John A. Farley, Jr., Trustee, John F. Toohey and Ralph L. Smith and Betty L. Smith, his wife.

Mailed to: Bowen Kuhlmann Jr

BOOK 535 177

*Over. Dunsell Co.*

1100

535 178

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 362441

RECORDED IN LIBER 499 FOLIO 306 ON 6/25/86 (DATE)

1. DEBTOR John H Frank & Co  
Name J&J Printing Services  
Address 263 Bowline Road Severna Park, MD 21146

2. SECURED PARTY  
Name HOPKINS LEASING CORP.  
Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> XXXX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNED TO: MERITOR SAVINGS BANK - Commercial Leasing Dept 1234 Market Street Philadelphia, PA 19107-3796 (ph: 215-636-6291)</p>	
<p>please send validated financing statements to: K. Bastian c/o Lesser &amp; Kaplin, PC 640 Six Sentry Parkway Blue Bell, PA 19422 (ph: 215-828-2900)</p>	

RECORD FEE 10.00  
POSTAGE .50  
#240610 6777 R03 111424  
12/05/88

Dated 11/29/88

B. Rosen  
(Signature of Secured Party)

B. Rosen  
Type or Print Above Name on Above Line

1050

*Amie Amiel Co.*

10.00

535 179

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 228721

RECORDED IN LIBER 515 FOLIO 50 ON 7/31/87 (DATE)

1. DEBTOR

Name Cost Plus Inc  
Address 9E Central Ave Glen Burnie MD 21061

2. SECURED PARTY

Name HOPKINS LEASING CORP.  
Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> XXXX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

ASSIGNED TO: MERITOR SAVINGS BANK - Commercial Leasing Dept  
1234 Market Street  
Philadelphia, PA 19107-3796  
(ph: 215-636-6291)

please send validated financing statements to:  
K. Bastian  
c/o Lesser & Kaplin, PC  
640 Six Sentry Parkway  
Blue Bell, PA 19422  
(ph: 215-828-2900)

RECORD FEE 10.00  
POSTAGE .50  
#240690 CTY R03 111:27  
12/05/88

CK

Dated 8/29/88

*B. Rosen*

(Signature of Secured Party)

B. Rosen  
Type or Print Above Name on Above Line

1550

11-00

BOOK 535 PAGE 180

*John H. Frank & Co.*

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265252

RECORDED IN LIBER 506 FOLIO 255 ON 12/22/86 (DATE)

1. DEBTOR John H Frank & Co  
Name J+J Printing Services  
Address 263 Bowline Road Severna Park, MD 21196

2. SECURED PARTY  
Name HOPKINS LEASING CORP.  
Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> <u>XXXX</u> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

ASSIGNED TO: MERITOR SAVINGS BANK - Commercial Leasing Dept  
1234 Market Street  
Philadelphia, PA 19107-3796  
(ph: 215-636-6291)

please send validated financing statements to:  
K. Bastian  
c/o Lesser & Kaplin, PC  
640 Six Sentry Parkway  
Blue Bell, PA 19422  
(ph: 215-828-2900)

RECORD FEE 12.00  
POSTAGE .50  
#240580 0777 R03 111:27  
12/05/88

RECORD FEE 10.00  
POSTAGE .50  
#240700 0777 R03 111:28  
12/05/88

Dated 11/29/88

*B. Rosen*

(Signature of Secured Party)

B. Rosen  
Type or Print Above Name on Above Line

1050

10.00

Anne Arnold Co. Md

BOOK 535 PAGE 181

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271703

RECORDED IN LIBER 533 FOLIO 252 ON 2/19/88 (DATE)

1. DEBTOR

Name Micro Graphic Equipment Design, Inc  
Address 905 Inver Lane Crofton, MD 21114

2. SECURED PARTY

Name HOPKINS LEASING CORP.  
Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

ASSIGNED TO: MERITOR SAVINGS BANK - Commercial Leasing Dept  
1234 Market Street  
Philadelphia, PA 19107-3796  
(ph: 215-636-6291)

please send validated financing statements to:  
K. Bastian  
c/o Lesser & Kaplin, PC  
640 Six Sentry Parkway  
Blue Bell, PA 19422  
(ph: 215-828-2900)

RECORD FEE 10.00  
POSTAGE .50  
#240710 C777 R03 711:29  
12/05/88

CK

Dated 8/29/88

B. Rosen  
(Signature of Secured Party)

B. Rosen  
Type or Print Above Name on Above Line

180

Anne Arundel  
Co. M.D.

10.00

BOOK 535 PAGE 182

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268763

RECORDED IN LIBER 515 FOLIO 132 ON 7/23/87 (DATE)

1. DEBTOR

Name Air Pack

Address 7509 Connelly Dr Suite P  
Hanover, MD 21076

2. SECURED PARTY

Name HOPKINS LEASING CORP.

Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> XXXX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNED TO: MERITOR SAVINGS BANK - Commercial Leasing Dept 1234 Market Street Philadelphia, PA 19107-3796 (ph: 215-636-6291)</p> <p>please send validated financing statements to: K. Bastian c/o Lesser &amp; Kaplin, PC 640 Six Sentry Parkway Blue Bell, PA 19422 (ph: 215-828-2900)</p>	

RECORD FEE 10.00  
POSTAGE .50  
#240720 CT77 R03 T11:29  
12/05/88

CK

Dated 8/29/88

B. Rosen  
(Signature of Secured Party)

B. Rosen  
Type or Print Above Name on Above Line

Anne  
Aronde  
Co. M.D.

12.00

BOOK 535 PAGE 183

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267047

RECORDED IN LIBER 510 FOLIO 557 ON 4/14/87 (DATE)

1. DEBTOR

Name Chesapeake Decal Corp  
Address 1993 Mereland Ave Annapolis MD 21401

2. SECURED PARTY

Name HOPKINS LEASING CORP.  
Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> XXXX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNED TO: MERITOR SAVINGS BANK - Commercial Leasing Dept 1234 Market Street Philadelphia, PA 19107-3796 (ph: 215-636-6291)</p> <p>please send validated financing statements to: K. Bastian c/o Lesser &amp; Kaplin, PC 640 Six Sentry Parkway Blue Bell, PA 19422 (ph: 215-828-2900)</p>	

RECORD FEE 10.00  
POSTAGE .50  
#240730 0777 R03 111:29  
12/05/88

Dated 8/29/88

B. Rosen  
(Signature of Secured Party)

B. Rosen  
Type or Print Above Name on Above Line

DEC 5 '88 535 183

Anne Arundel  
CO. M

10-20

BOOK 535 PAGE 184

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266038

RECORDED IN LIBER 508 FOLIO 110 ON 2/10/87 (DATE)

1. DEBTOR

Name Shriner & Gary Realtors  
Address 2937 Mountain Road Pasadena, MD 21222

2. SECURED PARTY

Name HOPKINS LEASING CORP.  
Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any) \_\_\_\_\_

STATEMENT OF DEBTOR

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is null and void.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> <u>YNYX</u> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

ASSIGNED TO: MERITOR SAVINGS BANK - Commercial Leasing Dept  
1234 Market Street  
Philadelphia, PA 19107-3796  
(ph: 215-636-6291)

please, send validated financing statements to:  
K. Bastian  
c/o Lesser & Kaplin, PC  
640 Six Sentry Parkway  
Blue Bell, PA 19422  
(ph: 215-828-2900)

RECORD FEE 10.00  
POSTAGE .50  
#240740 0777 R03 T11:30  
12/05/88

Dated 8/29/88

B. Rosen  
(Signature of Secured Party)

B. Rosen  
Type or Print Above Name on Above Line

Anne Bussell Co. MD

10.00

BOOK 535 185

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260156

RECORDED IN LIBER 494 FOLIO 185 ON 1/28/86 (DATE)

1. DEBTOR

Name CEM PRINTING CO INC  
Address 220 N. CRAIN HIGHWAY GLEN BURNIE MD 21061

2. SECURED PARTY

Name HOPKINS LEASING CORP.  
Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/> XXXX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

ASSIGNED TO: MERITOR SAVINGS BANK - Commercial Leasing Dept  
1234 Market Street  
Philadelphia, PA 19107-3796  
(ph: 215-636-6291)

please send validated financing statements to:  
K. Bastian  
c/o Lesser & Kaplin, PC  
640 Six Sentry Parkway  
Blue Bell, PA 19422  
(ph: 215-828-2900)

RECORD FEE 10.00  
POSTAGE .50  
#240750 CTTT R03 T11:31  
12/05/88

Dated 8/29/88

B. Rosen  
(Signature of Secured Party)

B. Rosen  
Type or Print Above Name on Above Line

Annapolis Co. Md

10.00  
535 186

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268935  
RECORDED IN LIBER 515 FOLIO 429 ON 8/4/87 (DATE)

1. DEBTOR

Name Annapolis Fine Homes & Investment  
Address 2450 Riva Rd Annapolis MD 21401

2. SECURED PARTY

Name HOPKINS LEASING CORP.  
Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> XXXX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

ASSIGNED TO: MERITOR SAVINGS BANK - Commercial Leasing Dept  
1234 Market Street  
Philadelphia, PA 19107-3796  
(ph: 215-636-6291)

please send validated financing statements to:  
K. Bastian  
c/o Lesser & Kaplin, PC  
640 Six Sentry Parkway  
Blue Bell, PA 19422  
(ph: 215-828-2900)

RECORD FEE 10.00  
POSTAGE .50  
#240760 CT 7 R03 T11+31  
12/05/88

GK

Dated 8/29/88

B. Rosen  
(Signature of Secured Party)

B. Rosen  
Type or Print Above Name on Above Line

*Prime Lending Co. Md*

*10.00*

BOOK 535 PAGE 187

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262604  
RECORDED IN LIBER 499 FOLIO 485 ON 7/3/86 (DATE)

1. DEBTOR

Name ANNAPOLIS FINE HOMES & INVESTMENTS INC  
Address 2450 RIVA ROAD ANNAPOLIS MD 21401

2. SECURED PARTY

Name HOPKINS LEASING CORP.  
Address 200 Hilton Plaza Baltimore, MD 21208 (ph: 301-484-8777)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

ASSIGNED TO: MERITOR SAVINGS BANK - Commercial Leasing Dept  
1234 Market Street  
Philadelphia, PA 19107-3796  
(ph: 215-636-6291)

please send validated financing statements to:  
K. Bastian  
c/o Lesser & Kaplin, PC  
640 Six Sentry Parkway  
Blue Bell, PA 19422  
(ph: 215-828-2900)

RECORD FEE 10.00  
POSTAGE .50  
#240770 0777 R03 111431  
12/05/88

CK

Dated 8/29/88

B. Rosen  
(Signature of Secured Party)

B. Rosen  
Type or Print Above Name on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

275577

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1663.67

If this statement is to be recorded in land records check here.

This financing statement Dated NOV. 11, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

14599

1. DEBTOR

Name MARLON N. JAMES

Address 1848-E PATTON DR. FT. MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee	RECORD FEE	1.00
	RECORD TAX	4.00
	POSTAGE	.50
	#240780 CITY ROS 111-33	

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

12/05/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Marlon N James*  
(Signature of Debtor)

MARLON N. JAMES  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Gina Jordan*  
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.  
Type or Print Above Signature on Above Line

11 14



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275578

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1211.88

If this statement is to be recorded in land records check here.

This financing statement Dated 11-22-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name May Barr
Address 7312 G Ames Ct Ft Meade, Md 20755

#14584

2. SECURED PARTY

Name Avco Financial Services
Address PO Box 997 Glen Burnie, Md 21061

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50
#240790 077 R03 T11:33

Person And Address To Whom Statement Is To Be Returned If Different From Above.

BOOK 535 W 189

12/05/88

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

Certain household goods and other consumer personal property

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

May B. Barr
(Signature of Debtor)
May B Barr
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Monica D Zenittini CSR
Type or Print Above Signature on Above Line

Handwritten marks: 11, 1050, 62

275579  
FINANCING STATEMENT FORM UCC-1

STATE OF MARYLAND

BOOK 535 PAGE 190

Identifying File No. 14640

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$1737.84

If this statement is to be recorded in land records check here.

This financing statement Dated 11/21/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TIMOTHY E. & JULIE V. MARRUFFO  
Address 6244 WOODLAND RD. LINTHICUM, MD. 21090

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES  
Address P.O. BOX 997

GLEN BURNIE, MD. 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 12.00  
RECORD TAX 14.00  
POSTAGE .50

3. Maturity date of obligation (if any)

#240800 0777 R03 T11:34  
12/06/88

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

- 1) Dining Room Set
- 2) Bicycle
- 3) TV - RCA
- 4) TV - Sony

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Timothy E. Marruffo  
(Signature of Debtor)

TIMOTHY E. MARRUFFO  
Type or Print Above Name on Above Line

Julie V. Marruffo  
(Signature of Debtor)

JULIE V. MARRUFFO  
Type or Print Above Signature on Above Line

Gina Jordan  
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.  
Type or Print Above Signature on Above Line

18 14 80

275580 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 535 PAGE 191  
Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2395.95

If this statement is to be recorded in land records check here.

This financing statement Dated 11-22-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Douglas Jacobs  
Address 329 Argus Lane Glen Burnie, Md 21061

2. SECURED PARTY

Name Avco Financial Services  
Address PO Box 997 Glen Burnie, Md 21061

RECORD FEE 11.00  
RECORD TAX 17.50  
POSTAGE .50  
#240810 0777 R03 T11:35  
12/05/88

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

Certain household goods and other consumer personal property.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

D. J. Jacobs  
(Signature of Debtor)

Douglas Jacobs

Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Zenittini  
(Signature of Secured Party)

Monica D Zenittini csr

Type or Print Above Signature on Above Line

11 1750.50

275581 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 535 pg 192  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3313.55

If this statement is to be recorded in land records check here.

This financing statement Dated 10-31-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

#141562

1. DEBTOR

Name James and Janice Hale  
Address 533 Penbrook Ct Millersville, Md 21108

2. SECURED PARTY

Name AVCO Financial services  
Address PO Box 997 Glen Burnie, Md 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 12.00  
RECORD TAX 24.50  
POSTAGE .50  
#240930 0777 R03 T11437  
12/05/88

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

Certain household goods and otehr consumer personal property.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

James A. Harris  
(Signature of Debtor)  
James Hale

Type or Print Above Name on Above Line  
Janice A. Harris  
(Signature of Debtor)  
Janice Hale  
Type or Print Above Signature on Above Line

Monica D. Zenittini  
(Signature of Secured Party)  
Monica D Zenittini CSR  
Type or Print Above Signature on Above Line

18- 2450 - 00

275582  
**STATE OF MARYLAND**  
**FINANCING STATEMENT** FORM UCC-1

BOOK 535 193  
 Identifying File No. 14661

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2156.19

If this statement is to be recorded in land records check here.

This financing statement Dated 11/25/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOSEPH B. & CAROL A. MASTIN  
 Address 315 3rd AVE. SW GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINACIAL SERVICES  
 Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee	RECORD FEE	12.00
	RECORD TAX	17.50
	POSTAGE	.50
	#240840 0777 R03 T11:38	

12/05/88

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

- FIREARMS
- JEWELRY
- STEREO EQP
- VIDEO CAMCORDER
- CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

JOSEPH B. MASTIN  
 Type or Print Above Name on Above Line

(Signature of Debtor)

CAROL A. MASTIN  
 Type or Print Above Signature on Above Line

(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.  
 Type or Print Above Signature on Above Line

125 175 50

275583 STATE OF MARYLAND  
 FINANCING STATEMENT FORM UCC-1

BOOK 535 PAGE 194

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3313.55

If this statement is to be recorded in land records check here.

This financing statement Dated 11-22-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

#1464

1. DEBTOR

Name AVCO FINANCIAL SERVICES  
 KIMBERLY A AND GORDON ECKENRODE  
 Address 452 GLEN MAR RD A1 GLEN BURNIE, MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SRVICES  
 Address PO BOX 997 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee	RECORD FEE	12.00
	RECORD TAX	24.50
	POSTAGE	.50
	#240850 0777 R03 T11:38	

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

12/05/88

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Kimberly A. Eckenrode  
 (Signature of Debtor)  
 KIMBERLY ANN ECKENRODE  
 Type or Print Above Name on Above Line  
Gordon F Eckenrode  
 (Signature of Debtor)  
 GORDON F ECKENRODE  
 Type or Print Above Signature on Above Line

Monica D. Zinittini  
 (Signature of Secured Party)  
 MONICA D ZENITTINI CSR  
 Type or Print Above Signature on Above Line

12- 2450 -50

STATE OF MARYLAND

BOOK 535 PAGE 195

275584 FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1223.33

If this statement is to be recorded in land records check here.

This financing statement Dated 11-28-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT AND KATHERINE WILKS  
Address 201 WATERFOUNTAIN CT #102 GLEN BURNIE, MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES  
Address PO BOX 997

GLEN BURNIE, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 12.00  
RECORD TAX 10.50  
POSTAGE .50  
#240860 C777 R03 T11:39

Name and address of Assignee

11/05/88

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROEPRTY

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Robert D. Wilks*  
(Signature of Debtor)

ROBERT WILKS

Type or Print Above Name on Above Line

*Katherine Wilks*  
(Signature of Debtor)

KATHERINE WILKS

Type or Print Above Signature on Above Line

*Monica D. Zenittini*  
(Signature of Secured Party)

MONICA D ZENITTINI CSR

Type or Print Above Signature on Above Line

17- 1050 50

535 196

275587

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) <b>Condere Corporation *</b> 821 Oregon Avenue Linthicum, MD 21090	2. Secured Party(ies) and address(es) <b>Treadways Corporation</b> One California Street Suite 2300 San Francisco, CA 94111	3. Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 17.00 POSTAGE .50 #241030 CTTT R03 713:55 12/05/88  5. Assignee(s) of Secured Party and Address(es) <i>[Signature]</i>
4. This financing statement covers the following types (or items) of property:  See attached Exhibit B. Not subject to recordation tax.  * See attached Exhibit A.  TIRE 1.4048		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented two

Filed with Clerk of the Circuit Court, Anne Arundel County

Condere Corporation By: <u><i>[Signature]</i></u> <small>Signature(s) of Debtor(s)</small>	Treadways Corporation By: <u><i>[Signature]</i></u> <small>Signature(s) of Secured Party(ies)</small>
--	---

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Debtor: Condere Corporation (formerly known as S&A Truck Tire Sales and Service Corporation), doing business as Sears Truck Tire Center, ServisFleet Tire Company, and Fidelity Tire Manufacturing Company

Secured Party: Treadways Corporation

EXHIBIT A  
TO FORM UCC-1

S&A Truck Tire Sales and Service Corporation, a Delaware corporation qualified to do business in Maryland on June 11, 1984, changed its corporate name to "Condere Corporation" by filing a Restated Certificate of Incorporation with the Delaware Secretary of State on March 16, 1987, and is doing business as "Sears Truck Tire Center", "ServisFleet Tire Company", and "Fidelity Tire Manufacturing Company."

Current name: Condere Corporation

Doing business as: Sears Truck Tire Center  
ServisFleet Tire Company  
Fidelity Tire Manufacturing Company

535 198

Debtor: Condere Corporation (formerly known as  
S&A Truck Tire Sales and Service Corporation),  
doing business as Sears Truck Tire Center,  
ServisFleet Tire Company, and Fidelity Tire  
Manufacturing Company

Secured Party: Treadways Corporation

EXHIBIT B  
TO FORM UCC-1

All of the right, title, and interest of Debtor in and to the following:

(i) All tires, tubes, and related products, that have been or may be sold by the Secured Party and purchased by Debtor directly or indirectly, and all Sumitomo brand tires, tubes, and related products that have been or may be purchased by Debtor from any source, products of such goods and accessions thereto, and all documents of title relating to such goods, whether such goods are now possessed by the Debtor or are hereafter acquired by the Debtor by way of addition, replacement, return, repossession, purchase, or otherwise (all such goods, products thereof, accessions thereto, and documents of title relating thereto being the "Collateral"); and

(ii) All proceeds of the Collateral now existing or hereafter arising (including without limitation all accounts, contract rights, documents, chattel paper, instruments, cash, and general intangibles arising from the sale, lease, or other disposition of the Collateral), and all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty, or guaranty, payable by reason of loss or damage to or otherwise with respect to the Collateral.

535 199

275588

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es)  
S&A Truck Tire Sales and Service Corporation \*  
821 Oregon Avenue  
Linthicum, MD 21090

2. Secured Party(ies) and address(es)  
Treadways Corporation  
One California Street  
Suite 2300  
San Francisco, CA 94111

3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 16.00  
POSTAGE .50  
#241040 C777-R03 T13:56  
12/05/88

4. This financing statement covers the following types (or items) of property:

See attached Exhibit B.  
Not subject to recordation tax.  
\* See attached Exhibit A.

5. Assignee(s) of Secured Party and Address(es)

TIRE 1.4048

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with: Clerk of Circuit Court, Anne Arundel County

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: two

S&A Truck Tire Sales and Service Corporation

Treadways Corporation

By: [Signature]  
Signature(s) of Debtor(s)

By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

10.50 STANDARD FORM - FORM UCC-1.

Debtor: S&A Truck Tire Sales and Service Corporation,  
now Condere Corporation and doing business as  
Sears Truck Tire Center, ServisFleet Tire  
Company, and Fidelity Tire Manufacturing  
Company

Secured Party: Treadways Corporation

EXHIBIT A  
TO FORM UCC-1

S&A Truck Tire Sales and Service Corporation, a Delaware corporation qualified to do business in Maryland on June 11, 1984, changed its corporate name to "Condere Corporation" by filing a Restated Certificate of Incorporation with the Delaware Secretary of State on March 16, 1987, and is doing business as "Sears Truck Tire Center", "ServisFleet Tire Company", and "Fidelity Tire Manufacturing Company."

Current name: Condere Corporation

Doing business as: Sears Truck Tire Center  
ServisFleet Tire Company  
Fidelity Tire Manufacturing Company

Debtor: S&A Truck Tire Sales and Service Corporation,  
now Condere Corporation and doing business as  
Sears Truck Tire Center, ServisFleet Tire  
Company, and Fidelity Tire Manufacturing  
Company

Secured Party: Treadways Corporation

EXHIBIT B  
TO FORM UCC-1

All of the right, title, and interest of Debtor in and to the following:

(i) All tires, tubes, and related products, that have been or may be sold by the Secured Party and purchased by Debtor directly or indirectly, and all Sumitomo brand tires, tubes, and related products that have been or may be purchased by Debtor from any source, products of such goods and accessions thereto, and all documents of title relating to such goods, whether such goods are now possessed by the Debtor or are hereafter acquired by the Debtor by way of addition, replacement, return, repossession, purchase, or otherwise (all such goods, products thereof, accessions thereto, and documents of title relating thereto being the "Collateral"); and

(ii) All proceeds of the Collateral now existing or hereafter arising (including without limitation all accounts, contract rights, documents, chattel paper, instruments, cash, and general intangibles arising from the sale, lease, or other disposition of the Collateral), and all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty, or guaranty, payable by reason of loss or damage to or otherwise with respect to the Collateral.

535 202

275589

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) <b>Easco Hand Tools, Inc.</b> 318 Clubhouse Lane Hunt Valley, MD 21030	2. Secured Party(ies) and address(es) <b>NCNB Leasing Corporation</b> Dept. 108-3 Charlotte, N.C. 28255	For Filing Officer (Date, Time, Number, and Filing Office)  <div style="text-align: right;">           RECORD FEE 11.00            POSTAGE .50            #241070 0777 R03 713:59            12/05/89         </div>
4. This financing statement covers the following types (or items) of property. <b>AS PER ATTACHED SCHEDULE "A" Page 1 of 1.</b>  Property Location: 7200 Standard Drive, Hanover, MD 21076 *This financing statement covers a lease transaction with a guarantee purchase option and is not subject to recordation tax.		5. Assignee(s) of Secured Party and Address(es)  <div style="text-align: right; font-size: 2em;">  </div>

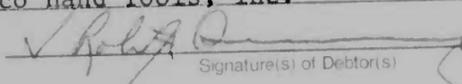
3803 001 1d

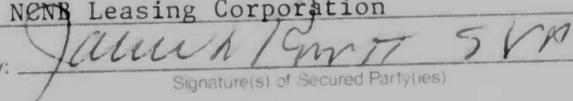
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered. **XX** Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented

Filed with: **Baltimore Co.**

**Easco Hand Tools, Inc.**  
 By:   
 Signature(s) of Debtor(s)

**NCNB Leasing Corporation**  
 By:   
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

1130

STANDARD FORM - FORM UCC-1.

SCHEDULE "A"

This schedule is to be attached to and becomes part of UCC FILING AND INSURANCE

dated \_\_\_\_\_, 19\_\_\_\_, between the undersigned and NCNB Leasing Corporation

Quantity	Description	S/N
Eight (8)	Crown Forklifts Model 60PC equipped with: 27" x 48" Forks, Clipboard Holder, Walkie/Rider Handle S/N's: W79513, W79514, W79515, W79516, W79517, W79518, W79519, W79520	
Eight (8)	Gould Batteries Model 12-85C-13, S/N KGN0701, KGN0698, KGN0699, KGN0703, KGN0704, KGN0702, KGN0705, KGN0706	
Eight (8)	Gould Chargers Model GTC12-600S1, S/N 88G3310, 88G3311, 88G3312, 88G3313, 88G3314, 88G3315, 88G3316, 88G3317	
One (1)	Clark Model OP-15 Forklift equipped with: 240 TSU, Clark Green, 42" Forks, Pallet Clamp, Battery Compartment Rollers, Standard Side Guide Rollers	
Two (2)	Gould Batteries Model 12-120C-15, S/N KFN 0850 & KFN0851 Gould Charger Model GTC12-865T1	

This schedule is hereby certified correct and undersigned acknowledges receipt of a copy.

Easco Hand Tools, Inc. Lessee/Debtor

By: [Signature]

Its ASSISTANT SECRETARY

And By: \_\_\_\_\_

Its \_\_\_\_\_

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263847

RECORDED IN LIBER 503 FOLIO 50 ON 9-24-86 (DATE) County

1. DEBTOR

Name Ramsey, Inc.

Address 5910 Vacation Lane Deale, MD 20751

2. SECURED PARTY

Name ITT Commercial Finance Corp.

Address PO Box 2837 One Cherry Hill, Suite 217 Cherry Hill, NJ 08034

RECORDED 555 10.00  
#241130 0777 R03 T14:02  
12/05/88  
BK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) AMENDMENT</p>
<p>To Amend secured parties address to: PO Box 1587 Voorhees, NJ 08043</p>	

"Ramsey, Inc.  
By: William Ferrara *William Ferrara*  
Title: Duly Authorized Attorney-In-Fact."

Dated 11-23 -88

*D.A. Straub*  
\_\_\_\_\_  
(Signature of Secured Party)

D. A. STRAUB  
\_\_\_\_\_  
Type or Print Above Name on Above Line

10

535 205

275590

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)  
Gilbreath, Richard E.  
805 Coachway  
Annapolis, MD 21043

2. Secured Party(ies) and address(es)  
National Union Fire Insurance  
Company of Pittsburgh PA  
70 Pine Street  
New York, NY 10270

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
POSTAGE .50  
#241140 0717 R03 114:03  
12/05/88

4. This financing statement covers the following types (or items) of property:  
Debtor's limited partnership interest in 850 Third Avenue Limited Partnership, a New York limited partnership including all of Debtor's now owned and hereafter acquired interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.  
  
NOT SUBJECT TO RECORDATION TAX - GENERAL INTANGIBLES

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected

Filed with  
# Anne Arundel County MD

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented  
Leslie Coombs authorized signatory for BY: National Union Fire Insurance  
VMS Realty Investment Ltd., attorney in Company of Pittsburgh PA  
fact for: Richard E. Gilbreath BY: DORIS JURADO, ATTORNEY IN FACT  
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM 100C-1  
11.30

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275591

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ONE TSA CORPORATION

Address 36-D, Rt. 3 North, Millersville, MD 21108, Plus Any & All Locations

2. SECURED PARTY

Name ITT COMMERCIAL FINANCE CORP.

Address P.O. BOX 489

COLUMBIA, MD 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 11.00

4. This financing statement covers the following types (or items) of property: (list)

#241170 0777 R03 114:06

12/05/88

ALL INVENTORY, ACCOUNTS, CONTRACT RIGHTS, CHATTEL PAPER, INSTRUMENTS, DOCUMENTS OF TITLE, DEPOSIT ACCOUNTS AND GENERAL INTANGIBLES, WHETHER NOW OWNED OR HEREAFTER ACQUIRED AND ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, SUBSTITUTIONS AND REPLACEMENTS THERETO, AND ALL PROCEEDS THEREOF. ALL ACCOUNTS, CONTRACT RIGHTS, CHATTEL PAPER, INSTRUMENTS, RESERVES AND GENERAL INTANGIBLES, OWNED BY OR DUE DEBTOR, NOW OR IN THE FUTURE, HOWEVER THEY MAY BE DUE DEBTOR, AND WHEREVER LOCATED, AND ALL PROCEEDS AND PRODUCTS THEREOF. ALL REBATES, DISCOUNTS, CREDITS AND INCENTIVE PAYMENTS, NOW OR HEREAFTER DUE DEBTOR RELATING TO ANY INVENTORY AND ALL PROCEEDS THEREOF.

CHECK X THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ONE TSA CORPORATION

[Signature]

(Signature of Debtor)

Jay Carr - VP Sales

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ITT COMMERCIAL FINANCE CORP.

[Signature]

(Signature of Secured Party)

PAUL J. HOLTZ

Type or Print Above Signature on Above Line

11

Chattie A A Co

535 207

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 489

Page No. 495

Identification No. 258454

Dated September 13, 1985

1. Debtor(s) { ROUTE 198 ASSOCIATES LIMITED PARTNERSHIP  
 Name or Names — Print or Type  
7223 Parkway Drive Dorsey, Maryland 21076  
 Address — Street No., City - County State Zip Code

2. Secured Party { THE FIRST NATIONAL BANK OF MARYLAND  
 Name or Names—Print or Type  
25 South Charles Street P.O. Box 1596 Baltimore, Maryland 21203  
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00  
 POSTAGE .50  
 #241210 CTTT R03 714:09  
 12/05/88

Dated: November 17, 1988

FIRST NATIONAL BANK OF MARYLAND  
(Name of Secured Party)

*Louis P. Mathews, Jr.*  
(Signature of Secured Party)

Louis P. Mathews, Jr. Vice President  
Type or Print (Include Title if Company)

PLEASE RETURN TO \_\_\_\_\_

**AMERICAN TITLE GUARANTEE  
 Corporation  
 36 South Charles Street  
 2301 Charles Center  
 Baltimore, MD 21201**

BS-1216D-0400

1580

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 490

Page No. 399

Identification No. \_\_\_\_\_

Dated October 7, 1985

1. Debtor(s) { ROUTE 198 ASSOCIATES LIMITED PARTNERSHIP  
 Name or Names — Print or Type  
Parkway Industrial Center 7223 Dorsey Road Suite 209 Dorsey, MD  
 Address — Street No., City - County State Zip Code 21076

ASSIGNEE  
 2. ~~Secured Party~~ { THE FIRST NATIONAL BANK OF MARYLAND  
 Name or Names—Print or Type  
25 South Charles Street Baltimore, Maryland 21202  
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 1.00  
 RECORD FEE 9.00  
 POSTAGE .50  
 #241220 CT77 R03 T14:09  
 12/05/88

Dated: November 17, 1988

THE FIRST NATIONAL BANK OF MARYLAND  
(Name of Secured Party)

*Louis P. Mathews, Jr.*  
(Signature of Secured Party)

Louis P. Mathews, Jr. Vice President  
Type or Print (Include Title if Company)

PLEASE RETURN TO \_\_\_\_\_

**AMERICAN TITLE GUARANTEE**  
**Corporation**  
**36 South Charles Street**  
**2301 Charles Center**  
**Baltimore, MD 21201**

15.00

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 490

Page No. 403

Identification No. 258779

Dated 10/7/85

1. Debtor(s) { Anne Arundel County, Maryland  
Name or Names — Print or Type  
Arundel Center, Calvert and Northwest Streets, Annapolis, MD 21404  
Address — Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland  
Name or Names—Print or Type  
25 South Charles Street, Baltimore, Maryland 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00  
 POSTAGE .50  
 #241230 0777 R03 114:10  
 GK 12/05/88

Dated: November 17, 1988

THE FIRST NATIONAL BANK OF MARYLAND  
(Name of Secured Party)

*Louis P. Mathews, Jr.*  
(Signature of Secured Party)

Louis P. Mathews, Jr., Vice President  
Type or Print (Include Title if Company)

PLEASE RETURN TO \_\_\_\_\_

**AMERICAN TITLE GUARANTEE**  
**Corporation**  
**36 South Charles Street**  
**2301 Charles Center**  
**Baltimore, MD 21201**

10.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275592

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Irving J. Miller

Address 1274 Sleepy Hollow Rd, Severn MD 21144

2. SECURED PARTY

Name Outdoor Power

Address 1915 Lincoln Drive

Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- New John Deere 850 MFWD Tractor  
S/N CH0850S028111

-New John Deere 272 Rear Mower  
S/N M00272X575067

-New John Deere #80 Loader  
S/N M00080X001213

-New John Deere #8 Backhoe  
S/N TY0008A003215

RECORD FEE 11.00  
POSTAGE .50  
#241260 0777 RD3 114:15  
12/03/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral) are also covered)

(Products of collateral) are also covered)

*Irving J. Miller*  
(Signature of Debtor)

Irving J. Miller  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

*Outdoor Power*  
(Signature of Secured Party)

Outdoor Power  
Type or Print Above Signature on Above Line

1150

535 211

275593

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

To be recorded in the: (1) Financing Statement Records of the Maryland Department of Assessments and Taxation \_\_\_\_\_  
(2) Financing Statement Records of Anne Arundel County, MD X

1. NAME AND ADDRESS OF DEBTORS:

JOHN LAW PARTNERSHIP  
22 and 24 Jones Station Road  
Arnold, Maryland 21012

John M. Crook  
1067 Shore Acres Road  
Arnold, Maryland 21012

Andrea L. Wade  
1603 Orchard Way  
Annapolis, Maryland 21401

Varsity Inn, Inc.  
22 and 24 Jones Station Road  
Arnold, Maryland 21012

2. NAME AND ADDRESS OF SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND  
5 Church Circle  
Annapolis, Maryland 21401

3. This Financing Statement covers all of the following property of the Debtor:

RECORD FEE 42.00  
POSTAGE .50  
#340500 0237 802 11140  
12-05/88

42.50

- A. INVENTORY. All of the Debtor's inventory both now and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. ACCOUNTS. All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. GENERAL INTANGIBLES. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

- D. CHATTEL PAPER. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and cash and non-cash proceeds thereof.
- E. ALL EQUIPMENT AND FIXTURES. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, including, but not exclusively, all the equipment and fixtures described in Exhibit A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in

connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the building owned by to John Law Partnership, located at 22 and 24 Jones Station Road, Arnold, Maryland.

4. Right, Title, and interest in and to the liquor license number 0093, Class D, Beer, Wine, Liquor, Dancing, Sunday Seven Day License issued in the name of Varsity Inn, Inc, John M. Crook Andrea L. Wade by the Anne Arundel County Liquor Board for use on the premises known as 22 and 24 Jones Station Road, Arnold, Maryland and all renewals thereof.

Date: 12/2/88

DEBTORS:

WITNESS:

JOHN LAW PARTNERSHIP

[Signature]

By: [Signature]  
JOHN M. CROOK, General Partner

[Signature]

By: [Signature]  
LeRoy A. Wade, III, General Partner

535 215

Michael R. Roblyer

John M. Crook (SEAL)  
JOHN M. CROOK

Michael R. Roblyer

Andrea L. Wade (SEAL)  
ANDREA L. WADE

ATTEST:

VARSIITY INN, INC.

Michael R. Roblyer

BY: John M. Crook (SEAL)  
JOHN M. CROOK, President

RETURN TO:

MICHAEL R. ROBLYER, P.A.  
Attorney at Law  
7 Willow Street  
Annapolis, Maryland 21401

NOT SUBJECT TO RECORDATION TAX AS TAX HAS ALREADY BEEN PAID TO ANNE ARUNDEL COUNTY, MARYLAND.

EXHIBIT A

535 216

KITCHEN

Quantity	Item	Manufacturer	Model #	Serial #
1	Laundry Tub (mop sink)			
1	3-Compartment sink w/1 drain board	Eagle	41216318	3-16x19 sinks
1	2 Door Freezer	CRC		
1	2 Door Refrigerator	CRC		
1	Microwave	Arana Touchmatic	MW57	8801105241
	Stainless Steel Worktable 30"x36" w/4" Backsplash stainless steel and w drawers			
	4 burner natural gas range w/1 door oven	Garland	073372	
	Grille 3' Natural Gas Grille	US Range		
	Hood 14' Custom Stainless Steel w/filters & Safe T Meter fire system		AR530A	
	Complete hood & fire system & exhaust fans			
	Worktable 31"x31" Stainless Steel w/gal undershelf holds Grille			
	Fryer-gas fryer - double basket	Frialator	14	859Y4 1873CN
	Food Processor	Sears		

535-217

<u>Quantity</u>	<u>Item</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	Work Cabinet Stainless Steel w/6" back splash 30"x30" 2 stainless steel shelves			
	Work Table - 24"x48" w/stainless steel undershelf			
	Can opener	Edlund	2	
	Toaster	Black Angus		
	Work Table 30"x48" Stainless Steel w/gal undershelf			
	Worktable - Advance Custom w/sink and cutting board 2/4" back splash w/stainless steel undershelf w/22x5x15 drawer			
	Sandwich Unit	Migali	CA4812	179113
	Wall Shelf - 16"x48" 2 tier Metal w/Stainless Steel Frame			
	Slicer-General 12" Manual slicer		112	0171
	Broiler (outside) Gas			

BOOK 535 218

OFFICE

<u>Quantity</u>	<u>Item</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	Safe	Schwab		
	Desk			
	Chair			
	File - 3 drawers w/side cabinet locking and small safe			

BAR

	Bottle Cooler	Beverage Air	GF34	7842805
	3-Keg/Draft Unit	Norlake	CBC016B	HM40/9005
	Walk In w/Anthony 6 Door visi cooler approximately 12'x14'	Capital		
	Hand Sink	Advance		
	Bar Mixer	Hamilton Beach		
	Ice Cuber - Air Cooled	Manitowoc	AD0402A	6A040244901
	Wood Cabinet w/drawer holds silver and condiments			
	Register - 4 department	TCA	SS440	
	3 compartment bar sink w/2 drain boards 17'x60"	Krowne	1853C	
	Bar Sink Table w/1 sink 10'			
	Ice Cabinet	Krowne	1880	
	Drink System	Krowne	HPS	0022144DB

Quantity	Item	Manufacturer	Model =	Serial =
	Register 5-10 department	TCA	SS1000N	
	Bottle Cooler	Beverage Air	GF34	7842806
	Keg Draft Unit	Norlake	DBC016B	4HM4024805
21	Bar Stools - Walnut Color w/Red Vinyl Pads			
18	Chairs - Walnut Color w/Red Vinyl Pads			
6	36"x36" Walnut Color Formica Tables w/3" chrome columns and cast iron bases			

13.53

535 220

275594

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3.  Not subject to Recordation Tax
- 4.  Recordation Tax has been paid on the principal amount of \$ 109,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5. Debtor(s) Name(s): Panagiotis T. Peltsemis  
Maria Peltsemis

Address(es): 7756 Baltimore Annapolis Boulevard  
Glen Burnie, Maryland 21061

RECORD FEE 12.00  
 POSTAGE .50  
 #340350 / 237 R02 T14:55  
 12/05/88

6. Secured Party: MARYLAND NATIONAL BANK  
 Attention: Michael G. Tilstra  
Mailstop 02-18-01

Address: Real Estate Industries Group  
 10 Light Street  
 Eighteenth Floor  
 Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December 1, 19 88 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s): \_\_\_\_\_ (SEAL)

Panagiotis T. Peltsemis (SEAL)  
Maria Peltsemis (SEAL)

Secured Party: MARYLAND NATIONAL BANK

By: Michael G. Tilstra (SEAL)  
Mortgage Loan Officer  
 Type name and title

\_\_\_\_\_  
 (SEAL)

\_\_\_\_\_  
 (SEAL)

Mr Clerk. Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

12<sup>00</sup>  
30

PROPERTY DESCRIPTION

Exhibit A

535 221

ALL that parcel or parcels of real property located in the County of Anne Arundel ( \_\_\_\_\_ Election District), State of Maryland, and more particularly described as follows:

BEING known and designated as all of Lots 4, 5 and 6, as laid out and shown on the Plat of Section B of Sumac Fields, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 18, folio 18. The improvements thereon being known as 7756 Baltimore-Annapolis Boulevard.

BEING also the same lot or parcel of ground which by Deed dated June 17, 1983 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3599, folio 247 was granted and conveyed by Eleven East Read, Inc. unto Panagiotis Pete Peltsemis.

275595

\*\*Purchase Money

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$83,000.00.\*

1. Name of Debtor(s): Morley Enterprises, Inc.  
Address: c/o Little Caesar's  
1631 Crofton Center  
Crofton, Maryland 21114

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:  
Complete Little Caesar's equipment package for Glen Burnie location and all attachments and accessories as detailed in schedule A, pages 1 thru 6

RECORD FEE 12.00  
POSTAGE .50  
#340910 COST R02 T14:58  
12/05/88

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s) Morley Enterprises, Inc.  
*Thomas M. Morley, Jr.*  
Thomas M. Morley, Jr. - President

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: *Jeffrey S. Armiger*  
Jeffrey S. Armiger - District Vice Pres.  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

\*Under penalty of purgery, we hereby certify that recordation taxes in the amount of \$290.50 was paid in the offices of the State of Maryland.

12.00

30.50

STATE OF MARYLAND

535 223

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256541

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON 4/25/85 (DATE)

1. DEBTOR

Name Canterbury of New Zealand  
Address 326 1st Street, Suite 103 - Box 5011, Annapolis, MD 21403

2. SECURED PARTY

Name First Eastern Leasing  
Address Executive Plaza II, 11350 McCormick Rd. Suite 200, Hunt Valley, MD 21031

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Termination</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
#270470 0040 R04 T09:26  
12/06/88

10.00

Dated 11/29/88

Michael Milich  
(Signature of Secured Party)

Michael Milich  
Type or Print Above Name on Above Line

275596

535 224

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No of Additional Sheets Presented

3  The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)  
HEINBUCH KEVIN D.  
HOLIDAY MOBILE ESTATES, LOT D-34  
JESSUP MD 20794

2 Secured Party(ies) Name(s) and Address(es)  
MOBILE HOME ASSOCIATES  
CLARK ROAD  
JESSUP, MD 20194

4 For Filing Officer Date Time No Filing Office  
RECORD FEE 11.00  
#248490 0040 R04 109:28  
12/06/88

5 This Financing Statement covers the following types (or items) of property  
1979 NORRIS  
SERIAL # 9202  
-0- 14 X 70  
AND INCLUDING ALL FURNITURE, FIXTURES,  
APPLIANCES AND APPURTENANCES THEREIN AND THERETO;  
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.  
 Products of the Collateral are also covered

6 Assignee(s) of Secured Party and Address(es)  
GREEN TREE ACCEPTANCE INC.  
2200 OPITZ BOULEVARD SUITE 245  
WOODBIDGE, VA 22194

8 Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

No & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)					
<input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or					
<input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or					
<input type="checkbox"/> as to which the filing has lapsed, or					
already subject to a security interest in another jurisdiction					
<input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:					
<input type="checkbox"/> Consignee(s) and Consignor(s), or					
<input type="checkbox"/> Lessee(s) and Lessor(s).					

HEINBUCH KEVIN D.

By Kevin D. Heimbuch Signature(s) of Debtor(s)

By Kevin D. Heimbuch Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

MOBILE HOME ASSOCIATES

(3/83) 11.00 (1) Filing Officer Copy—Numerical  
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania



275598

535 226

Debtor or Assignor Form

Anna Arundel Co. MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ 83,000.00 (\$581.00)
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Chesapeake Medical, Inc.  
 (Name)  
9015 Junction Drive Suite 3A  
 (Address)  
Annapolis Junction, Maryland 20701

Attn Darlene Niccoli, Operations Office  
 (Name of Loan Officer)  
25 S Charles Street Banc 101-560  
 (Address)  
Baltimore, Maryland 21201

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

SEE ATTACHED SCHEDULE A

RECORD FEE 11.00  
 RECORD TAX 581.00  
 POSTAGE .50

11.00  
 581.00  
 .50  
 592.50

#248520 C040 R04 T09+32  
 12/06/08

*[Handwritten mark]*

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor: \_\_\_\_\_

3.  Products of the collateral are also specifically covered

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

DEBTOR (OR ASSIGNEE)

Chesapeake Medical, Inc. (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
William Wright, Pres.  
 (Print or Type Name)

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)

BOOK 535 PAGE 227

SCHEDULE A

10 BEAR ONE VOLUME VENTILATOR

Used, fully refurbished, includes cascade 1 humidifier jar & heater, external flow sensor and flowtube, support arm, air and oxygen high pressure hose; all machines have internal air compressor.

Serial Numbers: 479, 4146Z, 7347Z, 2636, 7364, 1320Z, 2200, 4129Z,  
668Z, 6525Z

5 VENT INF BASIC W/ Stand

Serial Numbers: 7275, 7204, 4431, 4301, 4134

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date & Hour	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement

Date of Filing

Record Reference

Liber 301, folio 326

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)  
(Last Name First)

No.

Street

City

State

THR-RIFT INNS LTD.,  
a VIRGINIA CORPROATION

12401 Jefferson Avenue, Newport News, Virginia 23606

Name of Secured Party or assignee

No.

Street

City

State

BELTIMORE FEDERAL SAVINGS AND LOAN

19 E. Fayette Street, Baltimore, Maryland 21202

CHECK APPLICABLE STATEMENT

CONTINUATION

The original Financing Statement identified above by file number is still effective.

TERMINATION

The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.

RELEASE

From the property described in the original Financing Statement identified above, the property described below is released.

ASSIGNMENT

The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

OTHER

RETURN TO:

Debtor(s) or assignor(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Type or print name under signature)

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION  
By:

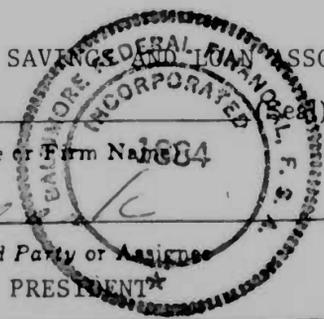
(Corporate, Trade or Firm Name)

*Alma Clark*

Signature of Secured Party or Assignee

ALMA CLARK, VICE PRESIDENT

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)



10

THS:4

BOOK 535 PAGE 229

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267201  
RECORDED IN LIBER 511 FOLIO 193 ON 4/27/87 (DATE)

1. DEBTOR

Name 206 West General Partnership, Inc.  
Address C/O Diane C. White, 20 West Street, Annapolis, MD 21401

2. SECURED PARTY

Name Second National Federal Savings Bank  
Address P. O. Box 2558, Salisbury, Maryland 21801-2558

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORDED FEE 10.00  
STATE .50  
APR 27 1987  
CR 12/16/88

Second National Federal Savings Bank,  
organized and existing under the laws of the  
United States of America, formerly Second  
National Building & Loan, Inc.

Dated 5/31/88

Debbie Bailey  
(Signature of Secured Party)  
Debbie Bailey  
Type or Print Above Name on Above Line

Debbie Bailey  
Vice President

AB4.30

BOOK 535 PAGE 230

275599

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ .....
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

M. E. Williams, Ltd.

7040 Bembe Beach Road  
Annapolis, MD 21403

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):  
Purchase money security interest in all of the debtor's inventory of new boats (including but not limited to Aquarius power boats), now owned and hereafter acquired together with all equipment or other necessities thereunto appertaining and belonging now or hereinafter added to or attached to said items of inventory and all substitutions and replacements of said items of inventory, equipment, and necessities.
2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
3.  Proceeds } of the collateral are also specifically covered.  
 Products }
4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

M. E. Williams, Ltd.

FARMERS NATIONAL BANK OF MARYLAND

BY:

Michael Williams, President

BY: William A. Walker, II, Vice President

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

RECORD FEE 11.00

POSTAGE .50

#427770 C345 R01 T11435

12/06/88

1150

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519

Page 565

Identification No. \_\_\_\_\_

Dated October 9, 1987

1. Debtor(s) Chandler Point Corporation  
Name or Names-Print or Type

900 Ritchie Highway, Suite 201 Severna Park, MD 21146  
Address-Street No. City-County State Zip Code

2. Secured Party Provident Bank of Maryland  
Name or Names-Print or Type

114 E. Lexington Street, Baltimore, MD 21202  
Address-Street No. City-County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation.....( ) The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release.....(X) From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment.....( ) The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured party's right under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:.....( ) (Indicate whether amendment, termination, etc.)</p>
<p>Lot number 20 as shown on the Plat entitled "Chandler Point at Water Oak Forest" which Plats are recorded among Land Records of Anne Arundel County in Plat Book 107, Folio 39 through 45 inclusive.</p>	

RECORD FEE 10.00  
POSTAGE .50  
#241610 0777 #03 111:30  
12/06/88

CK

Dated November 28, 1988

PROVIDENT BANK OF MARYLAND

By: Alex J. Guggenheim  
(Signature of Secured Party)

**Alex J. Guggenheim**  
**Vice President**

Type or Print Above Name on Above Line

1550

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 535 232  
Identifying File No. 275600

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

CONTRACT # 29820 - 816279

1. DEBTOR

Name JAMES C. McCOY  
Address 351 ADDISON ROAD, GLEN BURNIE, MD 21061

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.  
Address 15410 CHRYSLER DRIVE

UPPER MARLBORO, MD 20772  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00  
POSTAGE 1.50  
#241670 C777 R03 11:36  
12/06/88

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 KUBOTA B8200HSD TRACTOR, SERIAL #63091
- 1 KUBOTA B2020 BLADE, SERIAL #708
- 1 PITTSBURGH 900036 RAKE, SERIAL #195557

Name and address of Assignee  
KUBOTA CREDIT CORPORATION  
P.O. Box 105598  
Atlanta, GA 30348-5598

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"  
CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*James C. McCoy*  
(Signature of Debtor)

JAMES C. McCOY  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

*Larry E. Groff*  
(Signature of Secured Party)

LARRY E. GROFF

11750

A.A. Co  
Acc. T-#

535 233

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275601

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 12,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$84.00.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thomas, Melvin C. and Thomas, Dorothy T/A Thomas Services

Address 1335 Baltimore Annapolis Blvd. Arnold, MD 21012

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 19.00  
RECORD TAX 84.00  
POSTAGE .50  
#241740 0717 R03 711:39  
12/06/88

19.00  
84.00  
.50  
103.50



CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Melvin C. Thomas and Dorothy Thomas T/A Thomas Services

Melvin C. Thomas  
(Signature of Debtor)

Melvin C. Thomas owner  
Type or Print Above Name on Above Line

Dorothy Thomas  
(Signature of Debtor)

Dorothy Thomas owner  
Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White  
(Signature of Secured Party)

PATRICK WHITE, ASSISTANT SECRETARY

Type or Print Above Signature on Above Line

Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

535 234

CREDIT ALLIANCE CORPORATION  
770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 11<sup>th</sup> day of November 1988 by and between

Melvin C. Thomas and Dorothy Thomas T/A Thomas Services, having their principal place of business at 1335 Baltimore Annapolis Blvd. Arnold, MD 21012

"Mortgagor", and First Interstate Credit Alliance, Inc. "Mortgagee"

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property") to have and to hold the same unto Mortgagee forever PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any kind and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisalment, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of .30% for each .25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written

ATTEST: Melvin C. Thomas and Dorothy Thomas  
T/A Thomas Services (Seal)  
Mortgagor  
By: Melvin C. Thomas (Title)  
Secretary

STATE OF Maryland  
COUNTY OF Anne Arundel

Melvin C. Thomas and Dorothy Thomas being duly sworn, deposes and says

- 1. ~~As~~ the Owners of Thomas Services (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same
- 3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
NOTARY PUBLIC

Melvin C. Thomas  
Dorothy Thomas

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:  
I, \_\_\_\_\_, a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument; that he resides at \_\_\_\_\_ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal) \_\_\_\_\_ NOTARY PUBLIC  
CA 1 (6/77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated November 11 1988 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Caterpillar Crawler Loader	951C	86J4285

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee, or Lessor:

First Interstate Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Melvin C. Thomas and Dorothy Thomas  
T/A Thomas Services

By: Melvin C. Thomas

By: Dorothy Thomas

535 237

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270320

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON 10/23/87 (DATE) Anne Arundel Co.

1. DEBTOR

Name Macy's New Jersey, Inc.  
Address 151 West 34th Street, New York, NY 10001

2. SECURED PARTY

Name Citicorp Real Estate, Inc. c/o Thacher Proffitt & Wood  
Address 2 World Trade Center, New York, NY 10048

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <u>Amendment</u></p>
<p>Debtor's name changed to Macy's Northeast, Inc.</p> <p style="text-align: right;">RECORD FEE 1.00 RECORD FEE 9.00 POSTAGE .50 #241750 CT77 R03 111:40 12/06/89</p>	

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
52 JAMES ST.  
ALBANY, N.Y. 12207

02 F 1455-7823

Dated \_\_\_\_\_

Kenneth V. Brooks VP

Kenneth V. Brooks VP  
(Signature of Secured Party)

Citicorp Real Estate, Inc.

Type or Print Above Name on Above Line

Macy's New Jersey, Inc.

Donald Eugene, VP  
Donald Eugene, VP

UCC-3 MARYLAND (SHAW-WALKER CO.)

15.50

MARYLAND FINANCING STATEMENT

535 238

(xx) Not Subject to Recordation Tax (C/S/C)

275602

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE anne Arundel County - Public Library  
P.O. Box 1831 (Name or Names) Annapolis, MD 21404-1831  
(Address)

LESSEE CPSL 3084  
(Name or Names)  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings and Loan Association  
Of LESSOR 2001 E. Joppa Road (Name or Names) Baltimore, Maryland 21234  
(Address)

4. This financing Statement covers the following types (or items) of property:

Two- Ricoh Model 4420 Copiers

Equipment Location: 1010 East Way, Glen Burnie, MD 21061  
1410 West Street, Annapolis, MD 21401

RECORD FEE 11.00  
POSTAGE .50  
#241830 CTTT R03 111:43

SN 0688021878  
SN 0687106214  
12/05/88

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE Anne Arundel County- Public Library

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Lee J. Caprinolo - Asst. P.A.  
LEE J. CAPRINOLO (Title)

By: Brian G. Connelly Manager  
Brian G. Connelly (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

1150

535 239

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 275603

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert A. Ballentine, Inc  
Address 1797 Dorsey Rd. Hanover, MD 21076

2. SECURED PARTY

Name Rick Lewis T/A Lewis Equipment Co.  
Address 4136 Sharp St. Glenelg, MD 21737

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 17.00  
POSTAGE .50  
#241850 CT77 R03 T11:45  
12/06/88

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF THE SECURED PARTY  
First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert A. Ballentine, Inc.

Robert A. Ballentine, Inc  
(Signature of Debtor)

Robert A. Ballentine, Inc  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Rick Lewis T/A Lewis Equipment Co.

Richard A. Lewis Pres  
(Signature of Secured Party)

Richard A. Lewis Pres  
Type or Print Above Signature on Above Line

135 SD

FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

535 240

TO: Rick Lewis T/A Lewis Equipment Co. ("Seller") FROM: Robert A. Ballentine, Inc. ("Buyer")  
 4136 Sharp St. Glenelg, MD 21737 1797 Dorsey Rd. Hanover, MD 21076  
(Address of Seller) (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):  One (1) 1984 Caterpillar Model 943 Crawler Loader, S/N 4Z370LGP	(1) TIME SALES PRICE .....	\$ 43,026.73
	(2) Less DOWN PAYMENT In Cash .....	\$ 3,500.00
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance) .....	\$ -0-
	(4) CONTRACT PRICE (Time Balance) .....	\$ 38,458.44
Record Owner of Real Estate:		

\*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:  
 1797 Dorsey Rd. Hanover Anne Arundel Maryland  
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty eight thousand four hundred fifty eight and 44/100 \*\*\*\*\* Dollars (\$ 38,458.44) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 1st day of January, 19 89, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 1,068.29 and the final installment being in the amount of \$ 1,068.29 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: Nov 28 1988 BUYER(S)-MAKER(S):  
 Accepted: Rick Lewis T/A Lewis Equipment Co. (SEAL) Robert A. Ballentine, Inc. (SEAL)  
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)  
 By: Richard A. Lewis Pres. By: Robert A. Ballentine Pres.  
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here) (SEAL)  
 \_\_\_\_\_ By: \_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREFWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER. NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.**

\_\_\_\_\_  
(L.S.) (Guarantor-Endorser) (L.S.) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller  
 By: \_\_\_\_\_ (Signature, Title of Officer, "Partner" or "Proprietor")  
 \_\_\_\_\_ (Witness)

ASSIGNMENT

BOOK 535 PAGE 242

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated November 28, 1988 between Rick Lewis T/A Lewis Equipment Co. as Seller/Lessor/Mortgagee and Robert A. Sellenstre, Inc. 1797 Jersey Rd. Myer, MS 38754 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 28.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 28 day of Nov, 19 88  
Rick Lewis T/A Lewis Equipment Co. (Seal)

(Seller/Lessor/Mortgagee)  
By: Richard A. Lewis

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICAL-5A

535 243

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275604

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name J. Paul Leonard, Inc.

Address 1641 Rt. 3 N. Ste 207 Crofton, MD 21114

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Hwy 450 & 178 Annapolis, MD 21401

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 17.00  
POSTAGE .50  
#241860 CY77 R03 T11:45  
12/06/88

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF THE SECURED PARTY

First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
as a financing statement".

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J. Paul Leonard, Inc.

[Signature]  
(Signature of Debtor)

J. Paul Leonard Inc.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

[Signature]  
(Signature of Secured Party)

RHODA L. BALDWIN, CHRM.  
Type or Print Above Signature on Above Line

FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

BOOK 535 PAGE 244

TO: **Baldwin Service Center, Inc.** ("Seller") FROM: **J. Paul Leonard, Inc.** ("Buyer")  
 Defense Hwy 450 & 178 Annapolis, MD 21401 1641 Rt. 3 N. Ste 207 Crofton, MD 21114  
(Address of Seller) (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):  One (1) New Benati Model 716 Crawler Loader, S/N 716160 with full cab, wide gauge under-carriage, Rockland clearing rake with clamps	(1) TIME SALES PRICE .....	\$ 122,072.56
	(2) Less DOWN PAYMENT in Cash .....	\$ 6,000.00
	(3) Less DOWN PAYMENT IN GOODS *(Trade-in Allowance) .....	\$ 13,750.00
	(4) CONTRACT PRICE (Time Balance) .....	\$ 102,322.56
Record Owner of Real Estate:		

\*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:  
 1641 Rt. 3 N. Ste 207 Crofton Anne Arundel MD  
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred two thousand three hundred twenty two and 56/100 \*\*\*\*\* Dollars (\$ 102,322.56) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 22nd day of December, 19 88, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 2,131.72 and the final installment being in the amount of \$ 2,131.72 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: November 21, 19 88 BUYER(S)-MAKER(S):  
 Accepted: Baldwin Service Center, Inc. (SEAL) J. Paul Leonard, Inc. (SEAL)  
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)  
 By: Shada L. Baldwin, Chmn. By: J. Paul Leonard  
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)  
 (Witness as to Buyer's and Co-Maker's Signature) By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREOF EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.**

\_\_\_\_\_(L.S.)\_\_\_\_\_ (L.S.)\_\_\_\_\_

(Guarantor-Endorser) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19\_\_\_\_ (SEAL) } Signature of Seller  
 \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature)  
 By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")  
 \_\_\_\_\_ (Witness)

BOOK 535 - 246

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated November 21, 1988

between Baldwin Service Center, Inc. as Seller/Lessor/Mortgagee and J. Paul Leonard, Inc. 1641 Rt. 3 N. Ste 207 Crofton, MD 21114 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 102,322.56

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 21st day of November, 1988.

Baldwin Service Center, Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By Shada L. Baldwin, Christa

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-L 5A



535 248

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275607

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Furman Lumber, Inc.
Address 108 Massachusetts Ave., Boston, MA 02115

2. SECURED PARTY

Name BancBoston Leasing Inc.
Address 100 Federal Street, Boston, MA 02110

Lorraine Mooney, c/o BancBoston Leasing Inc., 100 Federal St., Boston, MA 02110
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) June 30, 2000

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
#242010 0777 603 713:35
12/06/88

SEE ATTACHED EXHIBIT "A".

Location of Collateral: 8960 Henkels Road, Annapolis Junction, MD 20701

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XXX (Proceeds of collateral are also covered)
XXX (Products of collateral are also covered)

(Signature of Debtor)

George R. Gray
Type or Print Above Name on Above Line

(Signature of Debtor)

George R. Gray Controller
Type or Print Above Signature on Above Line

(Signature of Secured Party)

James D. Tighe
Type or Print Above Signature on Above Line
James D. Tighe AVP

Handwritten initials or mark.

Exhibit A

All accounts, contract rights, general intangibles, all other rights to the payment of money, all interest in goods or merchandise as to which an account receivable for goods sold or delivered has arisen, all goods, instruments, documents of title, policies and certificates of insurance, securities, chattel paper, deposits, cash or other property of the Company or in which it has an interest which are now or may hereafter be in the possession of BKB or Lessor or as to which BKB or Lessor may now or hereafter control possession by documents of title or otherwise, all inventory of the Company, whether all of the above are now owned or hereafter acquired.

*Fernan Lumber Inc.*  
~~BancBoston Leasing Inc.~~

*BancBoston Leasing Inc.*  
~~Fernan Lumber, Inc.~~

By *[Signature]*  
Title *Controller*

By *[Signature]*  
Title *Asst. Vice President*

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NAP Equipment Co.  
Address 600 Gallatin St. N.E. Washington, D. C. 20017

2. SECURED PARTY

Name Vernon E. Stup Co.  
Address Box 3598 Frederick, Md. 21701

Person And Address To Whom Statement Is To Be Returned If Different From Above \_\_\_\_\_

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1-Case 580SE Loader Backhoe s/n 9873357

Name and address of Assignee  
[Empty box]

RECORD FEE 11.00  
POSTAGE .50  
#242190 0777 R03 T14:07  
12/06/88

Note: Retail Installment Contract - Not Subject to recordation tax.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Anne Arundel County 4629

Assignee(s) of Secured Party and Address(es)  
J. I. CASE CREDIT CORP.  
5790 Widewaters Parkway  
P.O. Box 601  
Syracuse, N.Y. 13214

*[Signature]*  
(Signature of Debtor)  
NAP Equip. Co.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)  
J I Case Credit Corp.  
Type or Print Above Signature on Above Line

1750

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 275609

BOOK 535 PAGE 251  
Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CISCO, Inc.  
Address 838 Ritchie Highway, Suite 5 Severna Park, MD 21146

2. SECURED PARTY

Name Unisys Corporation  
Address 2200 Renaissance Blvd., Suite 400, King of Prussia, PA 19406

Data-File Services, Inc., 1728 Olympic Blvd., Santa Monica, CA 90404  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EXTENSION SHEET  
APPROPRIATE STATEMENT OF COLLATERAL.

Name and address of Assessor  
RECORD FEE 11.00  
POSTAGE .50  
#242220 C777 R03 T14:11  
12/08/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

See Attached For Signature.

(Signature of Debtor)

CISCO, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

See Attached For Signature.

(Signature of Secured Party)

Unisys Corporation

Type or Print Above Signature on Above Line

11.50

11-17-88

INCORPORATED  
REGISTERED, INC.  
1110 W. 17th ST.  
ANNAPOLIS, MD 21403  
(410) 291-1712

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CISCO, Inc.  
Address 838 Ritchie Highway, Suite 5 Severna Park, MD 21146

2. SECURED PARTY

Name Unisys Corporation  
Address 2200 Renaissance Blvd., Suite 400, King of Prussia, PA 19406  
Data-File Services, Inc., 1728 Olympic Blvd., Santa Monica, CA 90404  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
Each UNISYS Corporation Product delivered by UNISYS and all inventory now existing or hereinafter acquired UNISYS Corporation Products and all accounts and notes receivable attributable to or arising from the sale of UNISYS Computer Products and all cash and non-cash proceeds thereof. UNISYS Computer Products include all computer products which bear and name, mark, logo or other designation of UNISYS Corp., Burroughs and or Sperry Corp.

Name and address of Assignee \_\_\_\_\_

"not subject to recordation tax"  
CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

A. G. Serboff  
(Signature of Debtor)

A. G. Serboff  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

DATE 10/17/88 10:24  
PAGES 1

RECORDED ON OCT 17, 1988 AT 10:24 AM  
IN THE FINANCING RECORDS OF THE MD. ST.  
DEPARTMENT OF ASSESSMENTS AND TAXATION  
ID # 2038547 RECEIPT # 0786030134  
SEE BOTTOM OF PAGE FOR LIBER & FOLIO  
RECORDING FEE 11.00  
RECORDATION TAX  
\* THIS SERVES AS YOUR RECEIPT \*

Allen V. Strachan  
(Signature of Secured Party)

ALLEN V. STRACHAN  
Type or Print Above Signature on Above Line

275610

BOOK 535 PAGE 253

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here

This financing statement Dated 11-16-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Happy Travelers, Inc.
Address 738 MD Route 3, NBL, Gambrills, MD 21054

2. SECURED PARTY

Name Germantown Savings Bank
Address City Line & Belmont Aves., Bala Cynwyd, PA 19004

Consumer Loan Department/Dealer Services
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
All inventory of new or used motor vehicles, motor homes, travel trailers and tent campers now owned or hereafter acquired by debtor, all accounts receivables, notes, instruments or chattel papers of debtor now existing or hereafter acquired, which are proceeds of the inventory, all contract receipts of the debtor now existing or hereafter arising, relating to the inventory, and all motor vehicles used as equipment or demonstrators.

RECORD FEE 1.10
RECORD FEE 9.90
#242240 0777 R03 114:12
12/06/88
4

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

Herbert A. Schwartz
(Signature of Debtor)

Happy Travelers, Inc.,
Type or Print Above Name on Above Line

Marilyn A. Schwartz
(Signature of Debtor)

Type or Print Above Signature on Above Line

Jose Basura
(Signature of Secured Party)

Germantown Savings Bank
Type or Print Above Signature on Above Line

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 519

Page No. 548

Identification No. 270600

Dated 11/9/87

1. Debtor(s) { R.S.V.P., Inc.  
 Name or Names - Print or Type  
1190 Winterson Road, Suite 170, Linthicum, A.A.,  
 Address - Street No. City - County State Zip Code  
 Maryland 21090

2. Secured Party { The First National Bank of Maryland  
 Name or Names - Print or Type  
18 West Street, Annapolis, A.A., Maryland 21401  
 Address - Street No. City - County State Zip Code

3. Maturity Date (if any)

4. The above referenced Financing Statement is amended as follows (attach separate list if necessary)

Change the name of the Debtor from:

Uniglobe R.S.V.P. Travel, Inc.

to:

R.S.V.P., Inc.

RECORD FEE 10.00  
 POSTAGE .50  
 #242250 0777 R03 114:12  
 12/06/88

DEBTOR

SECURED PARTY (OR ASSIGNEE)

Robert P. Pence  
 (Signature)

THE FIRST NATIONAL BANK OF MARYLAND  
Stephanie P. Yancy  
 (Signature of Loan Officer)

R.S.V.P., Inc.

Stephanie P. Yancy, Commercial  
 Loan Executive (Name and Title)

Robert Pence, President

18 West Street  
Annapolis, Maryland 21401  
 (Address)

10.50

275611

BOOK 535 PAGE 255

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at CIRCUIT COURT OF ANNE ARUNDEL COUNTY.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s): MAP Automotive, Inc. t/a Martin Auto Parts Address(es): SEE ATTACHED SCHEDULE A FOR ADDRESSES

6. Secured Party: Maryland National Bank Address: Department: LDRU  
 Attention: ALICE KEITH Post Office Box 987, Mallstop 02-28-01  
 Baltimore, Maryland 21203

RECORD FEE 12.00  
 POSTAGE .50  
 02-28-01 12/06/88 12/06/88  
 R03 714:13

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

- A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment.* All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other.* All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: MAP Automotive, Inc. t/a Martin Auto Parts Secured Party: Maryland National Bank  
 By: Alan J. Ginsburg (Seal) By: Meg A. Roedel (Seal)  
 Type name and title, if any Alan J. Ginsburg - C.E.O.  
 By: Robert Ginsburg (Seal) Meg A. Roedel - Commercial Banking Officer  
 Type name and title, if any Robert Ginsburg - President

207-95 REV. 1/86

MARYLAND NATIONAL BANK

12.50

2681302-9001- 14413

SCHEDULE A

535 256

This Schedule A is attached to and made part of a Financing Statement by and between MAP Automotive, Inc. t/a Martin Auto Parts as Debtor and Maryland National Bank as Secured Party.

ADDRESSES WHERE COLLATERAL IS TO BE LOCATED:

- (1) 804 N. Franklinton Road  
Baltimore, Maryland 21216 (BALTIMORE CITY)
- (2) 818 - 828 N. Franklinton Road  
Baltimore, Maryland 21216 (BALTIMORE CITY)
- (3) 1931 -1945 Frederick Avenue  
Baltimore, Maryland 21223 (BALTIMORE CITY)
- (4) 7080 - 7082 Furnace Branch Road  
Glen Burnie, Maryland 21061 (ANNE ARUNDEL COUNTY)
- (5) 4001 Seven Mile Lane  
Pikesville, Maryland 21208 (BALTIMORE COUNTY)
- (6) 4713 Gwynn Oak Avenue  
Baltimore, Maryland 21207 (BALTIMORE CITY)

MAP Automotive, Inc. t/a Martin Auto Parts

By: *Alan J. Ginsburg* (SEAL)  
Alan J. Ginsburg - Chief Executive Officer

By: *Robert Ginsburg* (SEAL)  
Robert Ginsburg - President

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s): HANS CHRISTIAN YACHTS, INC. Address(es): 7078 BEMBE BEACH ROAD ANNAPOLIS, MARYLAND 21403

6. Secured Party: Maryland National Bank Address: Department: Collateral Unit  
 Attention: Lisa Edwards Post Office Box ~~95744303~~ 871  
~~Baltimore, Maryland 21203~~ Annapolis, Md. 21404  
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

HANS CHRISTIAN INDEPENDENCE 50 TRAWLER, HULL #03

RECORD FEE 11.00  
 POSTAGE .50  
 #242270 0777 R03 T14:13  
 12/06/88

Debtor: HANS CHRISTIAN YACHTS, INC.

Secured Party: Maryland National Bank

By: [Signature] (Seal)  
 Type name and title, if any Geoffrey R. White, President

By: [Signature] (Seal)  
 Type name and title Robert G. Jones Vice President

By: \_\_\_\_\_ (Seal)  
 Type name and title, if any

By: \_\_\_\_\_  
 Type name and title

11-50

STATE OF MARYLAND

BOOK 535 PAGE 258

Anne Arundel County

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264260

RECORDED IN LIBER 504 FOLIO 15 ON October 20, 1986 (DATE)

1. DEBTOR

Name Robintech Incorporated

Address 2024 West Street, Suite 306, Annapolis, MD

2. SECURED PARTY

Name Maryland National Industrial Finance Corporation

Address 502 Washington Avenue

Towson, MD 21204

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 10.00  
POSTAGE .50  
#242310-5717 R03 T14\*16  
12/06/89

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

Dated

11/18/88

(Signature of Secured Party)

Scott W. Gray

Type or Print Above Name on Above Line

10500

Anne Arundel County

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260823

RECORDED IN LIBER 495 FOLIO 599 ON 3/14/86 (DATE)

1. DEBTOR

Name CompuDyne Corporation

Address 2024 West Street, Suite 306, Annapolis, MD 21401

2. SECURED PARTY

Name Maryland National Industrial Finance Corporation

Address 502 Washington Avenue

Towson, MD 21204

RECORD FEE 10.00  
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

#242320 0777 R03 114:16  
12/06/88

CK

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

Dated

11/10/88

*Scott W. Gray*  
JP  
(Signature of Secured Party)

Scott W. Gray

Type or Print Above Name on Above Line

SCOTT W. GRAY, V.P.

15.50

275613

535 260

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in local records check here.

This financing statement Dated 11-22-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Swim'n Holes, Inc.

Address 836 Ritchie Hwy. Severna Park, MD. 21146

2. SECURED PARTY

Name C. Credit Inc.

Address 2255 N. 44th St. Suite 370 Phoenix, Az. 85008

same

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDS FEE 11.00  
POSTAGE .50

12/06/88

3. Maturity date of obligation (if any) --

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions manufactured, distributed or sold by Coleman Spas Inc., and Coleman Company; and all proceeds from all or any part of the above described collateral including but limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

Robert E. Woods

Type or Print Above Name on Above Line

Alexandra S. Woods  
(Signature of Debtor)

Alexandra S. Woods

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

W. H. Moffett for C. Credit Inc.

Type or Print Above Signature on Above Line

1150

275614

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Chilltrol, Inc. 912 Pier Point Drive Pasadena, Maryland 21122</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Commercial Loan Dept. Collateral Supervisor</p> <p><b>Return to Secured Party</b></p>
--	---

3. This Financing Statement covers the following types (or items) of property: All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

[X] A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of see below \* (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

\* Heating & Refrigeration, Installation & Service

[X] B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

[X] C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

[ ] D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

[ ] E. Other.

RECORD FEE 11.00  
RECORD TAX 98.00  
POSTAGE .50  
#242370 0777 R03 T14:26  
12/06/88

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 13,700.00

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

Chilltrol, Inc.  
(Type Name)

By: Steven M. Wienecke

By: X Richard G. Roeder, Jr. - President

Steven M. Wienecke  
(Type Name)

By:

December 1 19 88  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

DEC '88 535261

0012 J671-0000/4 88 535261

11 -  
98 -  
50

275615

BOOK 535 PAGE 262

This FINANCING STATEMENT is presented to a Filing Officer for STATE-Maryland No. of Additional Sheets Presented -0-

(1) Debtor(s) (Last Name First) and Address(es): Murick Supply Company, Inc. Priestbridge Business Park 2134 Espey Ct, Suite 4 Crofton, MD 21114

(2) Secured Party(ies) (Name(s) And Address(es): World Omni Leasing, Inc. 120 NW 12th Ave Deerfield Beach, FL 33442

RECORD FEE 11.00 #242530 0777 R03 T14:35 12/06/88

(3) (a)  Collateral is or includes fixtures. (b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property. Structural Racks - 34 Upright frames #301 32x144, 48 Pr beams #1060-120", 96 FA-1 32", 8 Frame spacer A10-20", 20 Frame spacer A10-12"

THIS FINANCING STATEMENT IS NOT TO BE CONSTRUED AS AN ADMISSION THAT THE LEASE TO WHICH THE STATEMENT RELATES BETWEEN THE SECURED PARTY AND DEBTOR CONSTITUTES A SECURITY AGREEMENT. \*Not subject to recordation tax\*  Products of the Collateral Are Also Covered. \*Equipment lease does not create a security interest\*

(6) Signatures: Debtor(s) Murick Supply Co, Inc.

World Omni Leasing, Inc. (By) *[Signature]*

(By) *[Signature]* Standard Form Approved by N.C. Sec. of State and other states shown above.

Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and  (2) Collateral Is Brought Into This State (3) Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

(1) Filing Officer Copy - Numerical

11

275616

535 263

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3.  The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):

2. Secured Party(ies) Name(s) and Address(es)

4. For Filing Officer: Date, Time, No. Filing Office

WINTERS CORPORATION  
1018 Dhtrbr Court  
Crofton, MD 21114

Elsenheimer Chev. Inc.  
7288 Arkport Rd.  
Hornell, NY 14843

RECORD FEE 11.00  
#242570 0777 R03 114:37

5. This Financing Statement covers the following types (or items) of property:

Holmes Wrecker Ser.# 1501

6. Assignee(s) of Secured Party and Address(es)

Norstar Bank, NA  
10 Fountain Plaza  
Buffalo, NY 14202

12/06/88

Products of the Collateral are also covered.

8. Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

7.  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate Below)

No. & Street                      Town or City                      County                      Section                      Block                      Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

- under a security agreement signed by debtor authorizing secured party to file this statement, or #7335
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the debtor, or  as to which the filing has lapsed, or already subject to a security interest in another jurisdiction. 11/4/88
- when the collateral was brought into the state, or  when the debtor's location was changed to this state.

By

*Valerie L. Winters, Sec. Treas, Winters Corp*  
Signature(s) of Debtor(s)

Norstar Bank, NA

*McB...*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical (5/82)

STANDARD FORM - FORM UCC - 1 Approved by Secretary of State of New York

275617

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

3  The Debtor is a transacting ability

1 Debtor(s) (Last Name First) and Address(es)

2 Secured Party(ies) Name(s) and Address(es)

4 For Filing Officer Date, Time, No. Filing Office

HARPER TERRY R.  
HARPER JASON L.  
490 PATUXENT RD. LOT #44  
ODENTON MD 21113

CHESAPEAKE MH OF LAUREL, MD  
10039 W. SECOND AVENUE  
LAUREL, MD 20707

RECORD FEE 12.00  
POSTAGE .50  
#242590 CT17 803 714:39  
12/08/88

5 This Financing Statement covers the following type(s) (or items) of property

6 Assignee(s) of Secured Party and Address(es)

1989 HOLLY PARK FORESTPARK 14 X 70  
SERIAL # 11413ED AND INCLUDING ALL FURNITURE, FIXTURES,  
APPLIANCES AND APPURTENANCES THEREIN AND THERETO  
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT

BREEM TREE ACCEPTANCE INC.  
2200 SPITZ BOULEVARD SUITE 245  
STURBRIDGE MA 01581

Products of the Collateral are also covered

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

8 Describe Real Estate Here.

This statement is to be indexed in the Real Estate Records.

9 Name of a Record Owner

No. & Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- which is proceeds of the original Collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the Debtor, or
- as to which the filing has lapsed, or
- already subject to a security interest in another jurisdiction.
- when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:

- Consignee(s) and Consignor(s), or
- Lessee(s) and Lessor(s).

HARPER TERRY R. *Terry Rene Harper*

HARPER JASON L. *Jason Harper* CHESAPEAKE MH OF LAUREL, MD

By *Terry Rene Harper*  
Signature(s) of Debtor(s)

By *Jason Harper*  
Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

(3/83)

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275618

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. (Anne Arundel County)

1. DEBTOR

Name WINDSOR SHIRT COMPANY
Address 601 S. Henderson Road, King of Prussia, PA 19406

2. SECURED PARTY

Name ENTREPO FINANCIAL RESOURCES, INC.
Address 729 Benjamin Fox Pavilion
Jenkintown, PA 19046 (11393)
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
#242600 6777 R03 714:39
12/06/88

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All furniture, fixtures and equipment leased to debtor by Secured Party under Equipment Lease Agreement No. 11393, dated April 13, 1988 and Attached Schedules.

Location: Annapolis #32
Annapolis Plaza, Suite 11
150 M Jennifer Road
Annapolis, MD 21401

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

WINDSOR SHIRT COMPANY

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ENTREPO FINANCIAL RESOURCES, INC.

(Signature of Secured Party)

B. P. BAINEY, Asst. Sec.

Type or Print Above Signature on Above Line

275625

535 266

FINANCING STATEMENT

1.  To Be Recorded among the Land Records and Financing Records of Anne Arundel County, Maryland.
2.  To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
3.  Not Subject to Recordation Tax.
4.  Recordation Tax has been paid on the principal amount of \$310,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

- |                                       |  |
|---------------------------------------|--|
| 5. Debtor(s) Name(s)                  | Address(es)  |
| Richard W. Sadler<br>Martha K. Sadler | 721 Black Forest Road<br>Annapolis, Maryland 21401 |
| 6. Secured Party                      | Address  |
| FARMERS NATIONAL BANK<br>OF MARYLAND  | 5 Church Circle<br>Annapolis, Maryland 21401       |

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December 24th, 1988 from Debtor(s) to Ross J. Selby and William A. Walker, II, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8655

KA-50

FN001. 416

535 267

WITNESS:

[Signature]

[Signature] (SEAL)  
RICHARD W. SADLER

[Signature]

[Signature] (SEAL)  
MARTHA K. SADLER

SECURED PARTY SIGNATURE:

FARMERS NATIONAL BANK  
OF MARYLAND

BY: [Signature]  
WILLIAM A. WALKER, II

Mr. Clerk: Please return to William Buck at:  
MANIS, WILKINSON, SNIDER & GOLDSBOROUGH, CHARTERED  
23 West Street - P.O. Box 1911  
Annapolis, Maryland 21404

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8255

EXHIBIT "A"

PARCEL NO. 1:

BEING KNOWN AND DESIGNATED as Lot Number 25, as shown on a Plat entitled "Loretta Heights, Plat 2", as per plat of the same recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 39.

BEING the same property acquired by Richard W. Sadler and Martha K. Sadler by deed dated November 7, 1985 and recorded among the Land Records of Anne Arundel County in Liber 3974, folio 435.

PARCEL NO. 2:

BEGINNING FOR THE SAME at the intersection of the lot line between Lots Numbers 139 and 140 with the northernmost side of Dogwood Road 30 feet, wide, as shown on the Plat of Whitehall Beach filed among the Plat Records of Anne Arundel County in Plat Book 1, Plat Number 2, thence leaving said beginning point so fixed and said Dogwood Road and running with said lot line North 23 degrees 29 minutes West 150.0 feet to the intersection of said lot line with the southernmost line of Lot Number 99; thence leaving said Lot Number 139 and running with the lot line between Lots Numbers 99 and 140 North 66 degrees 31 minutes East 31.50 feet to the southernmost side of Forest Road, 30 feet wide; thence leaving said Lot Number 99 and running with the southernmost side, crossing a 30 foot road connecting Dogwood Road with Forest Road, as shown on said Plat of Whitehall Beach, South 70 degrees 00 minutes East 118.22 feet to a curve to the right having a radius of 40 feet; thence leaving said Forest Road and running with said curve on an arc of 95.31 feet to the northernmost side of Dogwood Road; thence leaving said curve and running with the northernmost side of Dogwood Road South 66 degrees 31 minutes West 89.36 feet to the place of beginning. Being based on a survey and plat dated October 7, 1959 made by John W. Boutwell, Jr., Registered Land Surveyor Number 2245.

BEING subject to a 5 foot widening of the southernmost side of Forest Road, the northernmost side of Dogwood Road, and the curve connecting the two streets as dedicated on the plat prepared by John W. Boutwell.

BEING the same property acquired by Richard William Sadler and Martha K. Sadler, his wife by deed dated June 1, 1977 and recorded among the Land Records of Anne Arundel County in Liber 2965, folio 584.

BOOK 535 269

275646

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

FINANCING STATEMENT

HOPKINS & WAYSON, INC.  
Name or Names - Print or Type

1360 Marlboro Road-Lothian, Anne Arundel-Maryland 20711  
Address - Street No., City - County State Zip Code

1. DEBTOR (S):

Name or Names Print or Type

Address - Street No., City - County State Zip Code

JOHN DEERE LEASING COMPANY  
Name or Names - Print or Type

2. SECURED PARTY:

1415 28th Street-P.O. Box 65090 West Des Moines, Iowa 50265-0090  
Address - Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe & Attach separate list if necessary).

- (1) New John Deere Model 410C Wheel Loader Backhoe w/Turbo Charged Engine, MFWD, Dual Batteries, ROPS, Multi-Purpose Bucket, Extendable Dipperstick, Rev. Stabilizer Pads, Ether Starting Aid, Instrument Panel Vandal Shield, Wain-Roy Side Angle Swinger, 48" Grading Bucket & 24" Wain-Roy Bucket, Serial No. 754126

\*\*\*\*THE ABOVE DESCRIBED PROPERTY IS OWNED BY THE SECURED PARTY AND/OR ITS ASSIGNEE AND IS LEASED TO THE DEBTOR. THIS STATEMENT IS FILED TO GIVE NOTICE OF SECOND PARTIES AND ASSIGNEES.

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral XXX are,      are not covered.

7. Products of collateral      are, XXX are not covered.

DEBTOR (S):

SECURED PARTY:

*[Signature]*  
Signature of Debtor

HOPKINS & WAYSON, INC.  
Type or Print

Signature of Debtor

Type or Print

JOHN DEERE LEASING COMPANY  
Company, if applicable

Signature of Secured Party

Type or Print (include title if Co.)

To the Filing Office: After this settlement has been recorded please mail the same to:

Name & Address JOHN DEERE LEASING COMPANY 1415 28th Street-P.O. Box 65090 West Des Moines, IOWA 50265-0090

1150

275626

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s): Barton, Inc. Address(es): 2061 Generals Highway  
Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department: ACCU  
Post Office Box 987, Mailstop 500-270  
Attention: Lisa Edwards Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

RECORD FEE 11.00

POSTAGE .50

REC-7040 0000 R01 T12427

12/07/88

Debtor: Barton, Inc.

Secured Party: Maryland National Bank

By: Walter Elling (Seal)  
Type name and title: Walter Elling, President

By: Mark T. Blizzard (Seal)  
Type name and title: Mark T. Blizzard, Vice President

By: \_\_\_\_\_ (Seal)  
Type name and title, if any

By: \_\_\_\_\_ (Seal)  
Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

Mail To:  
Maryland National Bank  
Credit Collateral Unit  
P.O. Box 871  
Annapolis, Maryland 21404



11/10

535 271

275627

(DISC:RICHARDS)  
10578-801

To Be Recorded In:

- \_\_\_ Financing (Chattel) Records - Queen Anne's County, Maryland
- \_\_\_ Financing (Chattel) Records - State Department of Assessments and Taxation
- X Financing (Chattel) Records - Anne Arundel County, Maryland

NOTE: The principal amount of debt secured hereby is: \$750,000.00. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the land records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

**FINANCING STATEMENT**

RECORD FEE 18.00  
POSTAGE .50  
10743670 COST A02 112122  
12/07/88

1. Debtor: Address:  
WILLIAM P. PROCTOR 5117 Berwyn Road  
SUZANNE PROCTOR College Park, Maryland 20740
2. Secured Party: Address:  
SOVRAN BANK/MARYLAND 6610 Rockledge Drive  
Bethesda, Maryland 20817
3. Trustee: Address:  
DANA E. TYDINGS 6610 Rockledge Drive  
RICHARD J. HAJJAR Bethesda, Maryland 20817
4. This Financing Statement covers:

(a) Any and all buildings, structures, improvements, alterations or appurtenances now existing upon the land or at any time hereafter constructed, erected or placed upon the real estate more particularly described in "EXHIBIT A" attached hereto (the "Land") or any portion thereof and any replacements thereof including, without limitation, all equipment, apparatus, machinery and fixtures of any kind or character forming a part of said buildings, structures, improvements, alterations or appurtenances (the "Improvements");

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials and fixtures whatsoever, now or hereafter attached to or installed in any and all buildings, structures, improvements, alterations or appurtenances now existing or to be erected, constructed or placed upon the Land, and any and all replacements thereof, additions thereto and substitutions therefor, including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, water tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, anti-theft, fire extinguishing and fire prevention apparatus and equipment, refrigerating, ventilating communications, air-cooling and air-conditioning apparatus and equipment, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors, windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, boilers, furnaces, heaters, condensers, machinery, walks, fences, ducts and compressors, ornaments, tools, rugs, shrubbery, driveways, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected

1830

upon said premises or appropriated to the use thereof, whether affixed, annexed or not (the "Fixtures");

(c) All of the right, title, interest, estate, claim or demand of the Debtor in and to any personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of the Improvements, including, without limitation, any furniture, equipment, machinery, annual crops planted or cultivated by the Debtor or those claiming under the Debtor and any timber or minerals (the "Personalty");

(d) All of the Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any federal, state, county or municipal authorities or boards to the present or any subsequent owners of the Land, the Improvements, the Fixtures or the Personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the Land, the Improvements, the Fixtures or the Personalty or any part thereof, under the power of eminent domain;

(e) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to the Improvements, the Fixtures and the Personalty;

(f) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; all contracts and subcontracts for the construction or repair of the Improvements; and all sewer taps, permits and allocations, agreements for utilities, development rights, bonds, sureties and the like, relating to the Land, the Improvements or appurtenant facilities erected or to be erected upon the Land;

(g) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, refunds of fees or deposits paid to any governmental authority and proceeds of letters of credit;

(h) All leases of the Land and the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitation, the right to receive and collect the rents thereunder;

(i) All of Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash and other securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect all proceeds thereof; and

(j) All earnings, revenues, rents, issues, profits, avails and other income of and from the Land or the Improvements and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified, as the same may be amended, modified or supplemented.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the land records of the jurisdiction in which the Land is located to secure an indebtedness owed by the Debtor to the Secured Party.
6. Proceeds of collateral are covered by this Financing Statement.
7. The collateral hereinabove described, or interests of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to the Land of which the Debtor is the record owner.
8. Maturity date of the obligation is stated in the Note.

DEBTOR:

William P. Proctor  
William P. Proctor

Suzanne Proctor  
Suzanne Proctor

After this Financing Statement has been recorded, please mail the same to:

Tracy A. Borge, Esquire  
Miles & Stockbridge  
22 West Jefferson Street  
Rockville, Maryland 20850

Exhibit A

Lot no. 30, Block A, Section 1 of Loch Haven Beach, as shown on a Plat of Loch Haven Beach recorded among the Plat Records of Anne Arundel County in Plat Book 19, Folio 19.



faucets, heating, air conditioning and generating equipment, plumbing fixtures, heating fixtures, mirrors, mantels, refrigerating plants, refrigerators, dishwashers, rugs, carpeting, and other floor coverings, furniture and furnishings, laundry equipment, all cooking apparatus and appurtenances, wall safes, built-in furniture and installations, shelving, partitions, doorstops, vaults, dumb-waiters, communication equipment, radios, televisions, cameras, incinerators, sprinklers, alarm systems, storm windows, screens, awnings, shades, venetian blinds, drapes, curtains, rods and brackets, office equipment, first aid, safety and recreation equipment, saunas, hot tubs, whirlpool baths, exercise equipment, window and vacuum cleaning equipment and systems, equipment for sanitary, drainage, cleaning or landscaping purposes, or for the removal of snow, dust, refuse or garbage, fire prevention and extinguishing equipment, tools, all swimming pool equipment, filters, chlorinators and related pool filtration equipment, all building material and equipment now or hereafter delivered to the Property and intended to be installed thereon, all work in process, and the plans and specifications and construction contracts and all of said articles of property. The specific enumerations herein shall not exclude the general, all renewals or replacements to any of the foregoing, all alterations, accessions, improvements and additions thereto or articles in substitution thereof, and all of the estate, right, title and interest of the Debtor in and to all property of any nature whatsoever, now or hereafter situate on the Property or intended to be used in connection with the operation thereof. All of the foregoing, so far as permitted by law, shall be deemed to be fixtures and part of the Property, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness. Disposition of any of the aforesaid or of any interest therein is prohibited unless consented to by Secured Party; however, if any disposition is made in violation hereof, Secured Party shall have a security interest in the proceeds therefrom to the fullest extent permitted by the law of Maryland; and

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, contract rights, accounts receivable, general intangibles, chattel paper, documents, notes and instruments including but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, leases, deposits, sales contracts and other legal claims relating or appertaining to the aforesaid land and other property and its development, occupancy and use; and

TOGETHER with all property of the Debtor now or at any time hereafter in the possession of, in transit to, under the control of, or on deposit with the Secured Party, in any capacity whatsoever, including, without limitation, any balance of any deposit account and any credits with the Secured Party; and

TOGETHER with all proceeds of insurance policies covering the Property; and

TOGETHER with all Debtor's right, title and interest in and to any and all judgments or awards heretofore or hereafter made relating to the Property as a result of (i) the exercise of the power of condemnation or eminent domain, (ii) the alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Property.

(b) Any and all leases covering any portion of the improvements situate on the Property (the "Leases").

TOGETHER with all rents, income, profits and security deposits arising from said Leases and renewals thereof, if any, and together with all rents, income, profits and security deposits due or to become due from the Property, and from all Leases for the use and occupation of the Property which are now in existence or which may be executed in the future.

- 4. Proceeds of collateral are also covered.
- 5. The name of the record owner of the Property is (if other than Debtor): \_\_\_\_\_.
- 6. The aforesaid items are included as security in a deed of trust given by Debtor to Norman Hovermale and Donald Bittner, Trustees, for the benefit of the Secured Party, which deed of trust is recorded or intended to be recorded among the Land Records of Anne Arundel, Maryland and secures an indebtedness owed by Debtor to Secured Party.

Debtor:

D & W Properties, Inc.,  
a Maryland corporation

By:  (SEAL)  
President

To the Filing Officer: After this statement has been recorded please mail the same to: Robert C. Fowler, Esquire, Melnicove, Kaufman, Weiner, Smouse & Garbis, P.A., 36 South Charles Street, Suite 600, Baltimore, Maryland 21201-3060.

7995a

FINANCING STATEMENT

BOOK 535 PAGE 278

275629

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$1,135,800.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

NAMES OF DEBTORS:

Goldies I Limited Partnership, a Maryland Limited Partnership, and The Goldberg Companies, Inc., a Maryland Corporation, and Larry S. Goldberg, individually and Laurie L. Goldberg, individually

ADDRESS:

51 Monroe Street, Suite 1400  
Rockville, Maryland 20850

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino  
Jerry D. Whitlock

ADDRESS:

11700 Beltsville Drive  
Beltsville, Maryland 20705

RECORD FEE 24.00  
POSTAGE .50

#243340 0777 003 109:21

1. This Financing Statement covers the following items of property located on that certain piece or parcel of land more particularly described on Schedule A attached hereto and made a part hereof:

12/05/88

- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.
- B. All proceeds of the above described collateral.
- C. All contract rights of and from the herein described property or any part thereof.



LAW OFFICES  
JOHN J. DWYER  
9470 ANNAPOLIS ROAD  
SUITE 117  
LANHAM, MARYLAND 20706  
(301) 459-4000

*Handwritten initials: JH-50*

- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.
- 2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as LOT 5, PARTS OF LOTS 4 AND 20, BLOCK 8, DIXIE DALE and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: December 6, 1988

Goldies I Limited Partnership  
by The Goldberg Companies, Inc., General Partner

By *Larry S. Goldberg* (SEAL)  
Larry S. Goldberg, President

The Goldberg Companies, Inc.

ATTEST:

By *Larry S. Goldberg* (SEAL)  
Larry S. Goldberg, President

*Laurie L. Goldberg*  
Laurie L. Goldberg, Secretary

*Larry S. Goldberg* (SEAL)  
Larry S. Goldberg, individually

*Laurie L. Goldberg* (SEAL)  
Laurie L. Goldberg, individually

AFTER RECORDATION, RETURN TO:

John Hanson Savings Bank, F.S.B.  
11700 Beltsville Drive  
Beltsville, Maryland 20705

## SCHEDULE A

535 280

PARCEL NO. ONE

30598

## DEED DESCRIPTION OF THE LAND OF ESTER S. BELLMAN

Being a piece or parcel of land situate, lying and being in Prince George's County, Maryland and being parts of lots 4 and 20 and all of lot 5 of block 8 in the subdivision known as "Dixie Dale", as per plat thereof recorded in Plat Book B.B.1 at Plat No. 40, among the Land Records of Prince George's County, Maryland, and being more particularly described in a deed from Robert M. Bradshaw and William C. Knopf to Henry N. Bellman and Ester S. Bellman dated July 10, 1962 and recorded among the aforesaid Land Records in Liber 2709 at Folio 546, said piece or parcel of land also including the easterly one half of the Sharp Street Right of Way, said Sharp Street Right of Way was abandoned by Prince George's County, Maryland, Equity No. E-9286, said piece or parcel of land being more particularly described, in the meridian of the Washington Suburban Sanitary commission as follows:

Beginning for the same at an iron pipe found on the northeasterly Right of Way line of Ardwick-Ardmore Road (60' wide), 30.00 feet from the baseline thereof as shown on State Highway Administration Plat No. 16237, said iron pipe found also being on the common line of division between lots 19 and 20 of block 8 as shown on the abovementioned plat of subdivision, thence running with a part of the aforesaid northeasterly right of way line

(1) North  $35^{\circ}45'46''$  West 67.65 feet to an iron pipe found, said iron pipe being on the centerline of the abovementioned Sharp Street Right of Way, thence running with said centerline of the Sharp Street Right of Way

(2) North  $02^{\circ}00'47''$  East 233.58 feet to an iron pipe found, said iron pipe found being on the southerly right of way line of Old Ardmore Road, 20.00 feet distant from the centerline of the existing pavement, thence running with said southerly right of way line the following two (2) courses and distances

(3) along a curve deflecting to the left, having a radius of 966.00 feet, an arc distance of 79.48 feet, a long chord bearing and distance of South  $66^{\circ}07'19''$  East 79.46 feet, thence

SCHEDULE A

30598

PG. 2 535 281

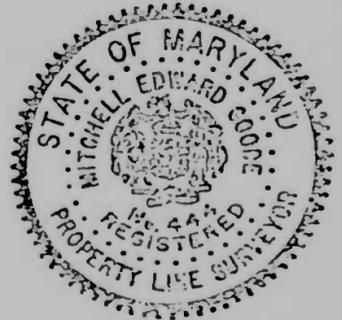
- (4) South  $70^{\circ}20'19''$  East 69.57 feet to an iron pipe found, said iron pipe found being on the westerly outline of the land of Warner Commercial Leasing Corp., recorded in Liber 6178 at Folio 892, thence running with the outline of the same, and running as to include a part of lots 4 and 20 of block 8 of the aforementioned subdivision, the following two (2) courses and distances
- (5) South  $02^{\circ}00'47''$  West 159.47 feet to an iron pipe found, thence
- (6) South  $87^{\circ}59'13''$  East 74.96 feet to an iron pipe found, said iron pipe found being on the common line of division between lots 3 and 20 of block 8, of the aforementioned subdivision, thence running with a part of the same
- (7) South  $02^{\circ}00'47''$  West 76.90 feet to an iron pipe found, said iron pipe being the common easterly corner of lots 19 and 20 of block 8 of the aforementioned subdivision, thence running with the common line of division between said lots 19 and 20, block 8
- (8) North  $87^{\circ}59'13''$  West 173.56 feet to the place of beginning.
- Containing 41060 square feet or 0.9426 acres of land more or less. Being in the 20th Election District of said County.

CERTIFIED CORRECT

11/22/88  
DATE

*Mitchell E. Goode*  
MITCHELL E. GOODE  
PROPERTY LINE SURVEYOR  
MARYLAND REG. #444

PREPARED BY  
SHAFFER BATTI ASSOCIATES  
622 HUNGERFORD DR. SUITE 20  
ROCKVILLE, MARYLAND 20850  
(301) 340-7702



30598

## PARCEL NO. TWO

Lot numbered Twenty-one (21) in Block numbered Three (3) in the subdivision known as "DIXIE - DALE" as per plat thereof recorded among the Land Records of Prince George's County, Maryland,\* being in the 20th Election District of said County.

*WGA* \*in Plat Book NLP 103 at plat 18

## PARCEL NO. THREE

All that piece or parcel of land lying and being in the 2nd Election District of Anne Arundel County, Maryland, more particularly described as follows:

Beginning for the same at a point at the beginning of the first or South 70 degrees 33' 30" East 1,360 feet, more or less, line of the parcel of land that was conveyed from Sophie Kramer Roth to Marvin Freedenberg, et. al., as parcel No. 1 of a deed dated May 15, 1975 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 2769 at Folio 430, said point also being at the intersection of the Northerly Right of Way line of Blackwell Road with the Easterly line of Edgewood Road, thence departing said point and running reversely with the Fifth or South 00 degrees 28' 30" East, 119.57 feet line of the aforesaid deed with meridian referred to City of Annapolis Grid:

1. North 08 degrees 12' 03" West, 119.57 feet to intersect the Easterly Right of Way of Edgewood Road with the Southerly Right of Way line of a thirty (30) foot road, thence reversely with the Fourth and Third lines of the above deed, viz:

2. North 71 degrees 10' 58" East, 54.53 feet, and

3. South 78 degrees 17' 03" West 1,351.95 feet to a point, thence with the reverse of the aforementioned deed,

4. South 10 degrees 34' 58" West, 140.15 feet to the Northerly Right of Way line of Blackwell Road, a thirty (30) Right of Way, thence with said Right of Way,

5. North 78 degrees 17' 03" West, 1,360.96 feet to the point of beginning.

Containing 4.44 Acres, more or less, as now surveyed by McCrone, Inc. in December 1986.

Note: Parcels Two and Three as above described are included herein as additional collateral for the loan described herein.

275630

FINANCING STATEMENT

1.  To Be Recorded in the Land Records at \_\_\_\_\_  
 2.  To Be Recorded among the Financing Records at Anne Arundel County  
 3.  Not subject to Recordation Tax  
 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 64,500.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Annapolis Concrete Co., Address(es): Industrial Drive  
Division of Charles County Sand and Gravel Company, Inc. Annapolis, MD 21401

6. Secured Party: Maryland National Bank Address: Department: Collateral Unit  
 Attention: Maria Yon Post Office Box 987, Mailstop 500-270  
 Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment.* All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other.* All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: Annapolis Concrete Co., Secured Party: Maryland National Bank  
Division of Charles County Sand  
and Gravel Company, Inc.  
 By: John E. Havenner, (Seal) By: Robert G. Jones (Seal)  
 Type name and title, if any VP/Secretary Vice president  
 By: Thomas F. Goldsmith, (Seal) Type name and title  
 Type name and title, if any VP/Treasurer

MARYLAND NATIONAL BANK

13  
456.50  
S

Mail To:  
 Maryland National Bank  
 Collateral Unit  
 P.O. Box 987  
 Annapolis, Maryland 21404

13.00  
 451.50  
 .50  
 11/10/11  
 11/18/11  
 TW

BOOK 535 PAGE 284

EXHIBIT A

CERTIFICATION FOR ALLOCATION  
OF MARYLAND RECORDATION TAX

TO: Anne Arundel County, Clerk Date: November 17, 1988  
RE: Annapolis Concrete Co.  
Division of Charles County Sand and Gravel Company, Inc.

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

- 1. Value of exempt Collateral \$ 201,456.00
- 2. Value non-exempt Collateral \$ 64,500.00
- 3. Value of Total Collateral \$ 265,956.00
- 4. Computation of Amount of Debt Exempt from Recordation Tax:

Value of Exempt Collateral	x	Total Amount	=	Amount of
Value of Total Collateral		of Debt		Debt Exempt
		Secured		from Tax
\$ 201,456.00		x \$ 264,000.00		= \$ 199,974.35
\$ 265,956.00				

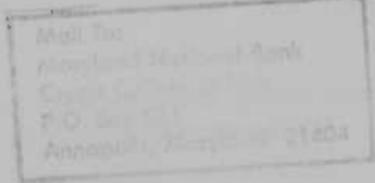
5. Loan Amount	-	Amount of Debt	=	Amount of
		Exempt from Tax		Non-Exempt Debt
\$ 264,000.00		- \$ 199,974.35		= \$ 64,025.65

6. Recordation Tax Due on Non-Exempt Debt:

Amount of	x	Tax Rate	=	Recordation Tax Due
Non-Exempt Debt		Per \$1,000		
\$ 64,025.65		x \$ 7.00		\$ 451.50
(64,500.00 is the Non-Exempt Debt rounded to the nearest \$500)				

By: John E. Havenner  
John E. Havenner  
VP/Secretary

By: Thomas F. Goldsmith  
Thomas F. Goldsmith  
VP/Treasurer



# MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

## SCHEDULE A

This is the Schedule A to

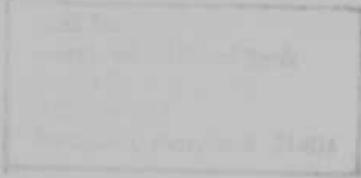
- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement

dated \_\_\_\_\_, 19\_\_\_\_, and executed by Annapolis Concrete Co., Division  
of Charles County Sand and Gravel Company, Inc.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s)

### Property Description (continued)

3 Mixers 5-REX Model 770 9 Yd FWPTO with all standard equipment including HiLite Steel Package, Quick Open Hatch, 150 Gal Side Mounted Water Tank, 125 Gal Side Mounted Water Tank, Short Aluminum Fenders, Front Water Entry, Electric Revolution Counter, Additional 4' Chute, Slump Indicator



GRANTOR/DEBTOR

By

Name John E. Havenner

Title VP/Secretary

(SEAL)

GRANTOR/DEBTOR

By

Name Thomas F. Goldsmith

Title VP/Treasurer

(SEAL)

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 535 286 275631

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here. [ ]

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MR. GARBAGE U.S.A., INC.
Address 207 Chinquapin Round Road, Annapolis, MD 21401

2. SECURED PARTY

Name FARMERS NATIONAL BANK OF MARYLAND
Address 5 Church Circle, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Inventory from time to time of new and used trucks used in the collection of trash including the chasis, special bodies, and all other attachments, equipment, and necessaries thereunto appartaining or belonging or hereafter added, and any substitutions or replacements thereof, along with trash containers and other equipment used in the trash collection business.

CHECK [X] THE LINES WHICH APPLY

[ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered)
[X] (Products of collateral are also covered)

Nathiel Smith (Signature of Debtor)

Nathiel Smith, President
Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

Frank T. Lowman, Sr. Vice President
Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
12/08/88

535 287

275632

TO BE } RECORDED IN  
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX  
 (NOT SUBJECT TO) } ON PRINCIPAL  
 AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

E & B Erectors

Name or Names—Print or Type

P.O. Box 1438 Severna Park Anne Arundel Md. 21146

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

THE LINCOLN ELECTRIC CO.

Name or Names—Print or Type

22801 ST. CLAIR AVE., CLEVELAND, OH 44117-1199

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

ARC WELDING EQPT.  
Lincoln model SA200-F163, type K-6090-SM, mounted on 6315 undercarriage.

CONDITIONAL SALES CONTRACT EXEMPT FROM RECORDATION TAX

4. If above described personal property is to be affixed to real property, describe real property.

RECORD FEE 11.00  
 POSTAGE .50  
 #249400 0040 R04 112+04  
 10/08/09

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered

7. Products of collateral  are  are not covered

DEBTOR(S): ~~XXXXM~~ E & B ERECTORS

*Joseph F. Erickson*  
 (Signature of Debtor)

Joseph F. Erickson, Pres.  
 Type or Print

\_\_\_\_\_  
 (Signature of Debtor)

\_\_\_\_\_  
 Type or Print

SECURED PARTY:

THE LINCOLN ELECTRIC CO.  
 (Company, if applicable)

*Michael J. O'Connor*  
 (Signature of Secured Party) CREDIT MGR

THE LINCOLN ELECTRIC CO. MICHAEL J. OCONNOR, CREDIT MGR  
 Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address THE LINCOLN ELECTRIC CO., 22801 ST. CLAIR AVE. CLEVELAND, OH 44117-1199

Loan Brok. Form F-1

11.00

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260645\*

RECORDED IN LIBER 495 FOLIO 378 ON March 4, 1986 (DATE)  
Clerk, Circuit Court, Anne Arundel County, MD

1. DEBTOR

Name Devon Home Center Stores of Maryland, Inc.  
Address 595 S.W. 13th Terrace, Pompano Beach, FL 33069

2. SECURED PARTY

Name Citizens Fidelity Bank and Trust Company  
Address 500 W. Jefferson St., Louisville, KY 40202  
Susan M. Howard, Greenebaum Doll & McDonald  
3300 First National Tower, Louisville, KY 40202  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>
<p>*Assigned as No. 203920; C777 R01; Book 521, Page 57; December 17, 1987</p>	

10.00

RECORD FEE 10.00  
#249420 0040 R04 T12:27  
12/08/88

Dated \_\_\_\_\_

*Donald R. VP.*  
\_\_\_\_\_  
(Signature of Secured Party)  
CITIZENS FIDELITY BANK  
AND TRUST COMPANY  
Type or Print Above Name on Above Line

PRINT OR TYPE ALL INFO

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements. 273351 531-354 8/30/1988

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed. W. F. HAUSMANN, INC. 1730 Bayside Beach Road Pasadena, MD 21122

- Check the box indicating the kind of statement. Check only one box. ORIGINAL FINANCING STATEMENT CONTINUATION - ORIGINAL STILL EFFECTIVE AMENDMENT ASSIGNMENT PARTIAL RELEASE OF COLLATERAL TERMINATION

Name & address of Secured Party Associates Commercial Corporation 8002 Discovery Drive, #420 Richmond, VA 23288

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement



RECORD FEE 11.00 POSTAGE .50 #211430 0040 R04 T12+32 12/08/88

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Correction to contract: Name of Debtor was: W. F. Hausmann, Inc. Should read: William F. Hausmann, Inc.

Describe Real Estate if applicable:

William F. Hausmann, Inc.

Associates Commercial Corporation

Signature of Debtor if applicable (Date) 9/12/88

Signature of Secured Party if applicable (Date)

Dennis Hausmann, Pres.

Leigh M. Wells, BCM

11.00

A.A. CO.  
FINANCING STATEMENT

275633

FORM 535 290

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Wilton Investment Corporation, Inc.  
Address: 10 Carvel Circle Edgewater, MD 21037 AND 450 Revel Highway Route 50 Annapolis, MD 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: Metro Plaza One, 8401 Colesville Road Silver Spring, Maryland 20910  
ATTN: D. Klein, MD-B-34-2

3. This Financing Statement covers the following types (or items) of property: Inventory. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

4. Check the statements which apply, if any, and supply the information indicated.

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00  
POSTAGE .50  
#249440 5040 R04 T12+30  
12/00/00

Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

Wilton Investment Corporation, Inc.

Debtor(s):  
By: X Arthur J. Corasani, Jr.  
Arthur J. Corasani, Jr., President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND  
By: David E. Klein  
David E. Klein, Asst. Vice-President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11.00  
- .50  
-----  
11.50



BOOK 535 PAGE 291

Anne Arundel County

FINANCING STATEMENT

275634

- 1.  To Be Recorded in the Land Records.
- 2.  To Be Recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_  
 Tate Personnel Services, Inc. 20 Hammonds Lane  
 Brooklyn Park, Maryland 21225

6. Secured Party \_\_\_\_\_ Address \_\_\_\_\_  
 Provident Bank of Maryland P.O. Box 1661  
 Attention: D. Krugman HQCM \_\_\_\_\_ Baltimore, Md. 21203-1661  
Type name & title

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor, wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual and contract rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. *All Equipment and Fixtures*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. *Proceeds*. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is(are) \_\_\_\_\_.

Debtor(s): Arthur C. Tate Jr. (Seal) By: Arthur C. Tate Jr. (Seal)  
 \_\_\_\_\_ (Seal) Arthur C. Tate, President  
Type name and title

Mr. Clerk: Please return to Provident Bank of Maryland to the officer and at the address set forth in paragraph 6 above

11.00  
 .50  
 11.50  
 Form No. 3440(3/87)

Please return Recorded Documents to:  
 Dennis R. Krugman/HOCR  
 PROVIDENT BANK OF MARYLAND  
 P.O. Box 1661  
 Baltimore, Maryland 21203-1661

RECORDED FEE 11.00  
 POSTAGE .50  
 #249480 C040 R04 T12+40  
 12/06/00



UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 413715—

RECORDED IN LIBER 1079 FOLIO 119 ON 5/12/86 (DATE)

1. DEBTOR

Name SUTER, WILLIAM BURKE, SR. AND SUTER, JOHANNA R.

Address 1511 CHARMUTH ROAD, LUTHERVILLE, MDE 21093

2. SECURED PARTY

Name IRVING TRUST COMPANY

Address 13E RCG 101 BARCLAY ST.

NEW YORK, NY 10007

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: **TERMINATION**   
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00  
POSTAGE .50  
#249490 0040 004 112+41  
12/08/88



10.00  
50

Dated SEPTEMBER 23, 1988

Sandy K. Joseph  
(Signature of Secured Party)  
Sandy K. Joseph, Ch. Mgr  
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275635

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bennie Walters  
Address 1071 Red Maple Ct., Davidsonville, MD 21035

2. SECURED PARTY

Name Outdoor Power  
Address 1915 Lincoln Drive  
Annapolis, MD 21401  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- New John Deere 316 Lawn & Garden Tractor  
S/N M00316Y 477927
- New John Deere 50" Mower  
S/N M01013Y 589826

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORD FEE 11.00  
POSTAGE .50  
M248510 E040 R04 T12443  
12/08/88



Bennie Walters  
(Signature of Debtor)

Bennie Walters  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Outdoor Power  
(Signature of Secured Party)

Outdoor Power  
Type or Print Above Signature on Above Line

11.50

275636

**FINANCING STATEMENT**

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR Southern Sign Supply, Inc.  
(Name or Names)

127 Roesler Rd. Glen Burnie, Md. 21061 Anne Arundel Co.  
(Debtor's Address—Street No., City, County, State)

SECURED PARTY **THE CARROLLTON BANK OF BALTIMORE**  
TWO CHARLES PLAZA CHARLES AND SARATOGA STREETS  
BALTIMORE, MARYLAND 21203

1. This financing statement covers the following items of personal property:

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No.	Motor No.	Model No.	Year
Intertel Premier ESP 2460	1 Key Service Unit with capacity of 24 C.O. lines and 60 stations includes Power Supply CPU Cards, EXP Cards & Directory. 1 A.C. line surge protector 2 C.O. lightning protection. 3 Station A Cards, 14 24 Button Keypad With LCD, 3 Direct Station Selector	1 Battery Back Up 1,8 button telephone		660 1000	

2. If above described personal property is to be affixed to real property, describe real property:

RECORD FEE 11.00  
RECORD TAX 66.50  
POSTAGE .50  
#245530 0040 R04 T12:54  
12/05/88

3. This transaction ~~(is)~~ (is not) exempt from the Recordation Tax. Consideration \$ 9,465.00

Dated this 22nd day of November, 19 88 Southern Sign Supply, Inc.

Witness: Karen Davis X W. C. Pearce CEO  
Karen Davis Debtor Signs  
X W. C. Pearce CEO Debtor Signs

Attest: Mary C. Turner THE CARROLLTON BANK OF BALTIMORE  
Mary C. Turner Debtor Signs

By: J. F. McMillan  
J.F. McMillan, Asst. Vice President

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Md. 21203

77-083

11.00  
66.50  
.50  
78.00

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded

NAME	ADDRESS			
1. Debtors(s) (or assignor(s) )	No.	Street	City	State
Care Free Industries, Inc.	717F	Hammonds Ferry Road	Linthicum, Heights,	Md. 21090

2. Secured Party (or assignee)  
 NCNB Bank of Maryland, 201 N. Charles Street Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:  
 All accounts and contract rights now owned or hereafter acquired  
 All inventory, finished goods and work in process now owned or hereafter acquired

RECORD FEE 11.00  
 #247550 0040 R04 112451  
 12/08/01



CHECK  THE LINES WHICH APPLY

- 4.  (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

- 5.  (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: NCNB Bank of Maryland By: <u>G. A. Lenglet</u> Type Name <u>G. A. Lenglet, Jr.,</u> Title <u>Vice President</u>	Debtor(s) or Assignor(s) <u>Care Free Industries, Inc.</u> <u>Jik Yousefi, President</u>
--	--

Type or Print Name and Title of Each Signature

11.00

~~ANNAPOLIS MD~~  
88 DEC 5 12:04

535 296

275638

FINANCING STATEMENT

1. Name of Debtor: LaPenta & Dabbs, M.D., P.A.  
Address: 703 Giddings Avenue  
Annapolis, MD 21401

Not subject to recordation tax  
Taxable debt: \$26,790.00

2. Name of Secured Party: Annapolis Banking & Trust Co.  
Address: P.O. Box 311  
Annapolis, MD 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property: IBM PS/2 Model 30 w/monitor #LR55266; 4 Port Terminal Board #46745H; Ergo Graphic Intelligent CRT #2436DE; Panasonic 1595 Printer #JMAJI29405; Panasonic 1092 Printer #CKAAD21439; Wang LS #JV1891; 45 MB Tape unit #69078P; 122 baud modem & board #AJ1256SN14599; 2336 DE Terminal #30743D; 2436 DE Terminal #35083D.

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00  
RECORD TAX 109.00  
POSTAGE .50  
#249500 0048 R04 T14421  
12/06/00



Debtor(s):  
LaPenta & Dabbs, M.D., P.A.

Secured Party:  
Annapolis Banking & Trust Co.  
(Type Name of Dealership)

X *wm wabbs*

By *Elizabeth B. Butler*  
(Authorized Signature)

Elizabeth B. Butler  
(Type Name and Title)  
Business Development Officer

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11.00  
149.00  
-----  
200.50



535 297

275639

FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and address(es) STEVEN E BUTTERFIELD MARY E BUTTERFIELD 706 213TH PASADENA, MD, 21122	2. Secured Party(ies) and address(es) Environmental Water Control, Inc. 511-C Eastern Boulevard Essex, Maryland 21221	3. Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #249790 0040 R04 T14:38 12/08/88
---	--	---

4. This financing statement covers the following types (or items) of property:  
 Installed, one United Standard complete water treatment system Model #1054 (COND. SALES CONTRACT NOT SUBJECT TO TAX AT 706 213th ST PASADENA, MD, 21122  
 XXX  
 XXX  
 XXX  
 XXX

5. Assignee(s) of Secured Party and Address(es)  
 Security Pacific  
 Suite 126  
 901 Dulaney Valley Road  
 Towson, Maryland 21204

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

Filed with ANNE ARUNDEL CO.

*Mary Butterfield*  
 MARY BUTTERFIELD  
*Steven E Butterfield*  
 STEVEN E BUTTERFIELD (s) of Debtor(s)

ENVIRONMENTAL WATER CONTROL, INC.  
 By: *Joseph A. Connelly*  
 JOSEPH A. CONNELLY (s) Secured Party(ies)

17.00

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275640

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR #6585 + 6584

Name General Elevator Company, Incorporated
Address 601 Nursery Road, Linthicum Heights, Maryland 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 133 Defense Highway, Suite #207
Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) IBM Model 30(640K,20MB,1-720K DD), One (1) IBM Color Display 12 Inch, One (1) DOS 3.3 IBM, One (1) Wordperfect V4.2 (3.5 Inch), One (1) Cable: Entre IBM Parallel 15 Ft., One (1) Proprinter XL24 (132COL/24 Wire). (SEE SCHEDULE 1 ATTACHED HERETO AND MADE A PART HEREOF WITH ADDITIONAL EQUIPMENT)

Name and address of Assignee

\*FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.

Equipment Location: 350 Gest Street Cincinnati, OH 45203

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE .50
#350010 0040 R04 T15:47
12/05/08

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor MIS Director

David A. Curran MIS Director
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Signature of Secured Party

Thomas E. Myers
Type or Print Above Signature on Above Line

DIVERSIFIED LEASING, INC.  
133 Defense Highway, Suite 207  
Annapolis, MD 21401

SCHEDULE 1  
DESCRIPTION OF EQUIPMENT COLLATERAL

The following description of Collateral supplements, and is part of, the Master Equipment Lease Agreement ("Master Lease") dated November 21, 19 88 between the undersigned ("Lessee") and Diversified Leasing, Inc. ("Lessor"):

(Describe Collateral fully, including year, make, model kind of unit, serial and motor numbers and any other pertinent information.)

- One (1) Deskpro 285-40 12MHZ/640K/1.2MB/40MB p/c #015068
- One (1) Video Display Controller Board p/c #030832
- One (1) CPQ Amber Screen Monitor w/ Graphics p/c #030600
- One (1) Compaq Parallel/Serial Board p/c #065000
- Fifty-four (54) Ea(25) 256K Memory Chips (Tube) p/c #060116
- One (1) Compaq DOS + Basic 3.3 p/c #205054
- One (1) Adv Netware V2.12,5.25 p/c #222473
- One (1) SMC Arcnet 8-Port Active Hub p/c #07X277
- Seven (7) Tiara Lincard/A (LCA) p/c # 07X275
- Two (2) Tiara Passive 4-Port p/c # 07X279
- Three (3) IBM Model 30(640K,2-720K 3.5DD) p/c #011000
- Three (3) IBM Monochrome Display (8503) p/c #030840
- Three (3) DOS 3.3 IBM p/c # 200821
- One (1) \*(2), Laserjet 2 LASR PTR P,S W/Toner p/c #040740
- One (1) Cable: 9' Parallel Printer p/c #40X500
- Three (3) (EA) Additional STation for 251890 p/c # 251891
- One (1) Keyboard PC/XT (By Keytronic) p/c # 401241

and all other equipment now owned or hereafter acquired and wherever located and all present and future additions, attachments and accessions thereto and all substitutions therefor and replacements thereof.

All of the terms and provisions of the Master Lease are hereby incorporated in, and made a part of, this Schedule to the same extent as if fully set forth herein. Any terms used herein which are defined in the Master Lease shall have the same meanings as are provided therefor in the Master Lease.

Date: 11/30/88

General Elevator Company, Incorporated  
Lessee

By: [Signature] MIS Director  
Title

275641

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code:

No. of Additional Sheets Presented:

Maturity Date 3. (Optional):

1. Debtor(s) (Last Name First) and Address(es):

Trans World Airlines, Inc.  
P.O. Box 20007  
Kansas City, MO 64195

2. Secured Party(ies) Name(s) and Address(es):

Mid-Continent Leasing, Inc.  
3828 Broadway  
Kansas City, MO 64111

4. For Filing Officer: Time, Date No., Filing Office

RECORDED # 11.00  
#250130 CO40 RG 4 115756  
12/08/88

5. This Financing Statement Covers the Following Types (or Items) of Property:

1-Fujitsu dex Express 6000 Facsimile S#332796705  
Equipment location: Baltimore/Washington Internat'l Airport  
Air Cargo Complex B Bay, Rm. 203, Baltimore, MD 21240

Proceeds

Products of the Collateral are Also Covered:

6.  To be Recorded in Real Estate Mortgage Records

7. Description of Real Estate:

8. Name(s) of Record Owner(s):

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state, or
- which is proceeds of the following described original collateral which was perfected:

9. Assignee(s) of Secured Party and Address(es)

Missouri Bank & Trust Co.  
1044 Main Street  
Kansas City, MO 64105

11.00  
Trans World Airlines, Inc.

By Andy Hunter - TAC Comm  
Signature(s) of Debtor(s)

Mid-Continent Leasing, Inc.

By Sandra T. Hart  
Signature(s) of Secured Party(ies)

Approved By:

**ROY D. BLUNT**  
SECRETARY OF STATE

FORM M550  
B & C INC.  
2820 ROE LANE  
K. C., KS 66103

535 301

275642

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR  
Retention Systems/Networks, Inc.  
Gateway International  
 (Name)  
1302 Concourse Drive, Suite #101  
 (Address)  
Linthicum, Maryland 21090

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 Attn: Stephanie Yancy  
 (Name of Loan Officer)  
18 West Street  
 (Address)  
Annapolis, Maryland 21401

1 This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

A/R ONLY

RECORD FEE 12.00  
 POSTAGE .50  
 #330140 0040 R04 113:59  
 12/01/08

(1) all of Debtor's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; ~~(3) all of Debtor's other assets, specifically inventory and equipment, in which Secured Party is hereafter granted security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party;~~ (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2 The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3  Products of the collateral are also specifically covered.

4 Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Signature)  
Craig Merton, President  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Signature)  
Nicholas Jacobson, Executive Vice President  
 (Print or Type Name)

12.00  
12.50

11.50

TO BE } RECORDED IN LAND RECORDS  
 NOT TO BE }

SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 88-093 AA  
 NOT SUBJECT TO }

FINANCING STATEMENT

535 302  
275643

1. Debtor (s): {  
 Edco Tool Co.  
 Name or Names—Print or Type  
 806-2 Barkwood Court, Linthicum, MD 21090  
 Address—Street No., City - County State Zip Code

{  
 Name or Names—Print or Type  
 Address—Street No., City - County State Zip Code

2. Secured Party: {  
 HARBOR LEASING ASSOC. II  
 Name or Names—Print or Type  
 701 Cathedral Street, Baltimore, Maryland 21201  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

(1) Panafax UF 150

4. If above described personal property is to be affixed to real property, describe real property.

RECORD FEE 11.00  
POSTAGE .50  
M250150 0040 R04 T10100  
12/00/00

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR (S):  
Edward Hearn  
(Signature of Debtor)

SECURED PARTY:  
Harbor Leasing Associates II  
(Company, if applicable)

Edward Hearn, President  
Type or Print  
(Signature of Debtor)

Mark M. Caplan, Partner  
Signature of Secured Party  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC. II, 701 Cathedral Street, Baltimore, Maryland 21201

11.00  
50

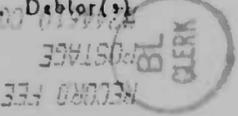


UNIFORM COMMERCIAL CODE  
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
 THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 518 Page No. 269  
 Identification No. 269928 Dated September 21, 1987

88/60/21  
 07:11 208 550  
 05  
 00:01

1. Debtor(s)



RESIDENTIAL CONSTRUCTION, INC.  
 Name or Names—Print or Type  
500 PALISADES BOUVD. CORNSVILLE, MARYLAND 21032  
 Address—Street No., City - County State Zip Code

2. Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.  
 Name or Names—Print or Type  
300 LOMBARD STREET BALTIMORE, MARYLAND 21202  
 Address—Street No., City - County State Zip Code

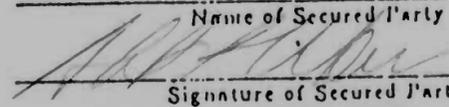
3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation ..... <input type="checkbox"/>                  The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release ..... <input type="checkbox"/>                  From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment ..... <input type="checkbox"/>                  The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: ..... <input checked="" type="checkbox"/>                  (Indicate whether amendment, termination, etc.)                  TERMINATION</p>

Dated: JUNE 7, 1988

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Name of Secured Party  
  
 Signature of Secured Party

Robert P. Warr, Senior Vice President  
 Type or Print (Include Title if Company)

*Handwritten initials/signature*



535 304

275644

LCR/12-05-88  
3976u

To be recorded among  
Land Records  
of Anne Arundel County  
in Financing Statement  
Records of Baltimore County  
and Anne Arundel County  
with State Department of  
Assessments and Taxation

Not subject to  
recordation tax:  
Date: December 8, 1988

RECORD FEE 18.00  
POSTAGE .50  
#344700 0237 HQ2 711421  
12/09/88

The appropriate amount of documentary stamps are affixed to a deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

RECORD FEE 18.00  
POSTAGE .50  
#344700 0237 HQ2 711421  
12/09/88

- 1. Debtor: Address of Debtor:  
OFFICE CENTER LAND  
LIMITED PARTNERSHIP c/o Zink Properties,  
Incorporated  
22 W. Allegheny Avenue,  
Suite 400  
Towson, Maryland 21204
- 2. Secured Party: Address of Secured Party:  
MERCANTILE-SAFE DEPOSIT  
AND TRUST COMPANY Two Hopkins Plaza  
P.O. Box 1477  
Baltimore, Maryland 21201  
Attn: Patrick G. Tehan,  
Assistant Vice  
President

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All equipment, machinery, apparatus, fixtures, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is hereinafter described (the "Land") and used or usable in connection with any present or future operation of the Land owned or hereafter acquired by the Debtor, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof, including, by way of example rather than of limitation, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, sump pumps, attached cabinets, partitions, ducts and compressors, landscaping, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon such land.

18 00 50

3.2. All judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Land or any part thereof, under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Land or any part thereof.

3.3. All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Land or any portion thereof, or any of the other property described in this Financing Statement, or any part thereof.

3.4. All of the rents, royalties, issues, profits, revenues, income and other benefits of the Land or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of the Land, or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and noncash) thereof; all licenses, authorizations, certificates, variances, amounts, approvals and other permits related to construction and operation of the secured property, and all construction contracts, public works agreements, bonds, deposits, construction materials, supplies, lumber, machinery and equipment; and including, without limitation, all cash or securities deposited under any of the above to secure performance by Debtor, its lessees or any others of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to the trustees named therein, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Mercantile-Safe Deposit and Trust Company. The Debtor is a record owner of the Land.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The Land consists of all of that real property located in Anne Arundel County, Maryland together with all improvements thereon, which is more particularly described

LCR/12-05-88  
3976u

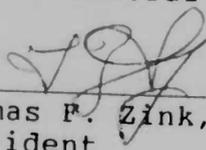
535 306

in the said deed of trust and security agreement, and in Exhibit A hereto.

Debtor:

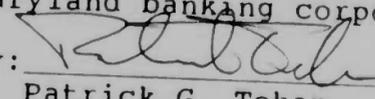
OFFICE CENTER LAND LIMITED  
PARTNERSHIP, a Maryland  
limited partnership

By: ZINK PROPERTIES, INCORPORATED, a Maryland corporation, General Partner

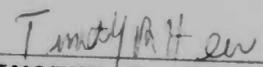
By:  (SEAL)  
Thomas F. Zink, Jr.,  
President

Secured Party:

MERCANTILE-SAFE DEPOSIT  
AND TRUST COMPANY, a  
Maryland banking corporation

By:  (SEAL)  
Patrick G. Tehan,  
Assistant Vice-President

ATTEST:

  
TIMOTHY R. HEARN, Secretary

TO CLERK: After this Financing Statement has been recorded, please return to:

R. Kelvin Antill, Esquire  
Frank, Bernstein, Conaway & Goldman  
300 East Lombard Street  
17th Floor  
Baltimore, Maryland 21202

2158j:2  
MRS/mlw  
12/07/88

BOOK 535 PAGE 306-A

EXHIBIT A

BEGINNING for the same at a point at the end of the third or North 54 deg. 35 min. 40 sec. West 272.15 foot line as described in a deed for the ESTATE OF JOHN H. GEIS, INC to LEEDS DEVELOPMENT CORPORATION, said deed dated March 14, 1973 and recorded among the Land Records of Anne Arundel County in Liber 2570, folio 170, thence binding reversely on said line the following course and distance viz:

1. South 54 deg. 35 min. 40 sec. East a distance of 272.15 feet to a point on the northwest side of Maryland Route No. 170 (Fort Meade Road), said road being 90 feet wide as shown on State Roads Commission right of Way Plats 24701 and 24702, thence running with and binding on the northwestern side of said road the following courses and distances viz:
2. South 35 deg. 24 min. 20 sec. West a distance of 473.22 feet to a concrete monument found, thence
3. South 35 deg. 24 min. 20 sec. West a distance of 600.00 feet to a point, thence leaving said road and running for the following courses and distances viz:
4. North 67 deg. 01 min. 50 sec. West a distance of 278.68 feet to a point, said point being distant North 24 deg. 12 min. 55 sec. West 0.46 feet from a concrete monument found, thence
5. North 35 deg. 24 min. 20 sec. East a distance of 994.65 feet to a point, thence continuing on the same course
6. North 35 deg. 24 min. 20 sec. East a distance of 138.59 feet to the point of beginning

Containing 300,234 square feet or 6.892 acres of land, more or less

BEING all that real property which by deed dated December 22, 1986 and recorded among the Land Records of Anne Arundel County, in Liber 4221, folio 459, was granted and conveyed by the Estate of John H. Geis, Inc., unto Margaret G. McFarlane, Ruth B. Geis and Robert Lee Geis.

275799

BOOK 535 PAGE 307

FINANCING STATEMENT FORM UCC-1

Identifying File No. 1449

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name A.A. Games & Jokes, Inc.
Address 4700 Belle Grove RD. #11 Baltimore, MD 21225

2. SECURED PARTY

Name COMM-LEASE
Address 9494 Deereco Road Timonium, MD 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Table with 4 columns: Quantity, Make/Manufacturer-Description, Model No., Serial No.
Row 1: 2, Cell-U-Phone Phone line back-up systems, CeLU1010AZWB, 833527, 833521

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE .50
#245300 C040 R04 T14120
12/05/00

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Warren Litsinger
(Signature of Debtor)

WARREN LITSINGER, Owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Glenn D. Cassell
(Signature of Secured Party)

Glenn D. Cassell, Pres.

Type or Print Above Signature on Above Line

11-00
5-0

535 308

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)  
KIRBY CONST CO INC, A J  
788 GENERALS HWY  
MILLERSVILLE MD 21103  
214528469 AD

2 SECURED PARTY(IES) and ADDRESS(ES)  
JOHN DEERE INC EQUIPMENT CO.  
P. O. BOX 65090  
WEST DES MOINES IA 50265  
FORM-JOHN DEERE INC EQUIP CO  
MOLINE, IL

3 MATURITY DATE  
(If Any) 06NOV90  
FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. 259067  
BK 491 PG 213  
Filed with ANNE ARUNDEL MD Date Filed 06NOV85

- 5  CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective
- 6  TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above
- 7  ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10
- 8  AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10
- 9  RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00  
POSTAGE .50  
4431530 0155 001 111416  
12/09/85

10  
Number of Additional Sheets Presented 02DEC83

TO  
CLERK OF CIRCUIT CRT  
& UCC DIVISION  
ANNE ARUNDEL COUNTY  
ANNAPOLIS MD 21403

DEERE CREDIT SERVICES INC.

By  
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By  
Signature(s) of Secured Party(ies)

Manager, Processing  
John Deere Company

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC 3

1082

BOOK 535 PAGE 309

275647

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility	
1 Debtor(s) (Last Name First) and Address(es) JONES PAGE D.  LYONS CREEK ESTATES # 144 LOTHIAN MD 20711	2 Secured Party(ies) Name(s) and Address(es)  PROFESSIONAL MH BROKERS 10401 LANHAM-SEVERN ROAD LANHAM, MD 20706		4 For Filing Officer, Date, Time, No. Filing Office  RECORD FEE 11.00 4431630 DEED RD; 71112	
5 This Financing Statement covers the following types (or items) of property 1973 MARLETTE -0- 24 X 54 SERIAL # 15GCS4351A/B AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194		
<input type="checkbox"/> Products of the Collateral are also covered		<input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)		
8 Describe Real Estate Here	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records		9 Name of a Record Owner	
No. & Street	Town or City	County	Section	Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)		
By <u>Page D Jones</u> Signature(s) of Debtor(s)		By <u>Professional MH Brokers</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)		
(3/83) (1) Filing Officer Copy—Numerical STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania				

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 535 310 75648

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. [ ]

This financing statement Dated 11/10/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charles Sterin
Address 7 Skippers Court, Annapolis, Maryland 21403

2. SECURED PARTY

Name Sony Corporation of America
Address 1600 Queen Anne Road, Teaneck, New Jersey 07666

Attn: L. Miller
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Table with columns: Name and address of Assignee, RECORD FEE, POSTAGE

-See Attached

431870 2055 1001 711457
12/09/88

CHECK [X] THE LINES WHICH APPLY

- 5. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
[ ] (Proceeds of collateral are also covered)
[ ] (Products of collateral are also covered)

[Handwritten signature]

(Signature of Debtor)

Charles Sterin

Type or Print Above Name on Above Line

[Blank signature line]

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten signature]

(Signature of Secured Party)

Laurie A. Miller / Contract Administrator
Sony Corporation of America

Type or Print Above Signature on Above Line

11.50

Debtor: Charles Sterin

SSA Number 118809

EXHIBIT A

This Exhibit A is attached to and forms a part of the Security Agreement referenced above between Secured Party and Debtor.

---

Description of Collateral Sold By Secured Party to Debtor

<u>Quantity</u>	<u>Model</u>	<u>Description</u>
1	ECM-672	Electret Condenser Microphon
1	WRT-420	VHF Synthesized Transmitter
1	WRR-410	VHF Synthesized Tuner
1	BTA-210	Betacam Attachment Kit
1	BVP-5 "B"	CCD Portable Camera
1	BVV-1A	Portable Betacam Recorder
1	AC-500 "B"	AC Power Supply
1	VALV	Composite VTR Adaptor

535 312

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275649

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Milton Schneiderman  
Address 1430 Spring Hill Road, Suite 300, McLean, VA 22102

2. SECURED PARTY

Name Sovran Bank/DC National  
Address 1801 K Street, N.W.  
Washington, DC 20006

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All of Debtor's general partnership interest in the Milton/Crofton Limited Partnership, all of Debtor's right, title and interest in and to any distributions, issues, profits, shares of surplus, whether cash or otherwise, and any other interest whatsoever, to which the Debtor is now or shall hereafter be entitled to as a result of his General Partnership Interest in the Milton/Crofton Limited Partnership.

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Milton Schneiderman*  
(Signature of Debtor)

Milton Schneiderman  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

Sovran Bank/DC National  
Type or Print Above Signature on Above Line

By: Richard J. Dean  
Its: First Vice President

1150

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. W.G.L. No. 384

Page No. 20

Identification No. 216687

Dated March 2, 1978

1. Debtor(s) { WILLIAM B. CARRAWAY and JULIA A. CARRAWAY, his wife  
Name or Names—Print or Type  
P. O. Box 343, Crownsville, Maryland 21032  
Address—Street No., City - County State Zip Code
2. Secured Party { CARTERET SAVINGS BANK FA (formerly ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION)  
Name or Names—Print or Type  
200 South Street, Morristown, New Jersey 07960  
Address—Street No., City - County State Zip Code
3. Maturity Date (if any) September 1st, 1988

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

BL  
CLERK

BEING known and designated as Lots Nos. 3 and 4 as shown on the Plat entitled "Cypress Court", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 66, folio 2.

Dated: NOVEMBER 17, 1988

CARTERET SAVINGS BANK FA  
Name of Secured Party

BY: [Signature]  
Signature of Secured Party

X John McCreary-Vice President  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

DIVERSIFIED TITLE CORPORATION  
10 EAST BALTIMORE STREET  
SUITE 1212  
BALTIMORE, MD 21202  
File 2-0862

275650

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

Maryland

1 Debtor(s) (last Name first) and Address(es)  
Baldwin Line Construction  
of Maryland, Inc.  
6121 Route 322  
Narvon, PA 17555

2 Secured Party(ies) Name(s) and Address(es)  
Blue Ball National Bank  
PO Box 580  
Blue Ball, PA 17506

3  The Debtor is a transmitting utility

4 For Filing Officer Date Time No Filing Office

RECORD FEE 11.00  
POSTAGE .50

5 This Financing Statement covers the following types (or items) of property

Texcoma model Econ-12 Production Digger  
serial number 1012140

6 Assignee(s) of Secured Party and Address(es)

Products of the Collateral are also covered

8 Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

No. & Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

Baldwin Line Construction of Maryland, Inc

Blue Ball National Bank

By *[Signature]* President

By *[Signature]*

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies)

(1) FILING OFFICE COPY - NUMERICAL

(Required only if Item 10 is checked.)

(5-83)

11-50

535 315

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 529

Page No. 204

Identification No. 273807

Dated 7/7/88

1. Debtor(s) { Dental Crafters, Inc.  
 Name or Names - Print or Type College Parkway Office Center  
584 Bellerive Drive, Suite 3B, Annapolis, Md. 21401  
 Address - Street No. City - County State Zip Code

2. Secured Party { The First National Bank of Maryland  
 Name or Names - Print or Type  
18 West Street, Annapolis, Maryland 21401  
 Address - Street No. City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. The above referenced Financing Statement is amended as follows. (attach separate list if necessary)

Please change the address of the Debtor from:

360 Ritchie Highway  
Severna Park, Maryland 21146

To:

College Parkway Office Center  
584 Bellerive Drive  
Suite 3B  
Annapolis, Maryland 21401

RECORD FEE 10.00  
 POSTAGE .50  
 #31280 (455) TEL 711-43  
 12/09/88



DEBTOR  
Dental Crafters, Inc.  
*William E. George, Jr.*  
 (Signature)  
William E. George, Jr., Pres.  
*Pamela K. George*  
 (Signature)  
Pamela K. George, Vice Pres.

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
*Peggy A. Hall*  
 (Signature of Loan Officer)  
Peggy A. Hall, Asst. Vice Pres.  
 (Print Name and Title)  
18 West Street  
Annapolis, Maryland 21401

10.50

10.50

535 316

275651

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and Address(es)  
The Wexford Construction Corp  
P. O. Box 29  
Pasadena, MD 21122

2 Secured Party(ies) and Address(es)  
Prince Frederick Motor Co Inc  
Rt 4  
Prince Frederick, MD 20678

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property  
  
1987 International S1954 Dump DT466 10' Godwin Dump Body  
LHTLDTVNIHH478810  
  
document NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED  
BY DEBTOR.

5 Assignee(s) of Secured Party and Address(es)  
Associates Commercial Corp  
1801 McCormick Drive  
Suite 200  
Landover, MD 20785

RECORD FEE 24.00  
POSTAGE .50

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

The Wexford Construction Corp  
By: *[Signature]* Pres.  
Signature(s) of Debtor(s)

Prince Frederick Motor Co., Inc.  
By: *[Signature]*  
Signature(s) of Secured Party(ies)

603469 Rev. 12-80

FILING OFFICER COPY-ALPHABETICAL

1750

BOOK 535 PAGE 317

275652

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

<b>1 Debtor(s) (Last Name First) and Address(es)</b> Integral Truck Leasing of Baltimore, Inc. 7205 Montevideo Rd. Jessup, MD 20794	<b>2 Secured Party(ies) and Address(es)</b> WHITEGMC Trucks of Baltimore, INC. 7014 E. Baltimore St. Baltimore, MD 21224	<b>For Filing Officer (Date, Time, Number, and Filing Office)</b>  RECORD FEE 3.10 RECORD FEE 4.70 POSTAGE .50 #432000 0258 PM 11/11/88
<b>4 This financing statement covers the following types (or items) of property:</b> One 1989 Volvo, model FE613, serial # <u>YB3U6A7A5KB429493</u> w/ 24 ft. Duralite aluminum van body, serial #220673 and lift gate, serial #0888425		<b>5 Assignee(s) of Secured Party and Address(es)</b> Associates Commercial Corporation P.O. Box A College Park, MD 20740

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with: ~~State of Maryland~~ ANNE ARUNDEL COUNTY 1347171

Integral Truck Leasing of Baltimore, INC. WHITEGMC Trucks of Baltimore, Inc.

By: E O Kelly GM 11/11/88 By: [Signature]

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical

603469 Rev. 12-80

1150

535 318

Anne Arundel  
1-999B-C-02-06300-6

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275653

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 50,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$350.00.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name M.W. Gunther, Inc.  
Address 1764 West Drive Pasadena, MD 21122

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.  
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing therewith as a financing statement."

RECORD FEE 17.00  
RECORD TAX 350.00  
POSTAGE .50  
443223 0455 H01 71145  
12/09/85

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

M.W. Gunther, Inc.  
*Mitchell Gunther*  
(Signature of Debtor)

Mitchell Gunther, Inc.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

*Patrick White*  
(Signature of Secured Party)

PATRICK WHITE, ASST. SEC.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

17  
350  
50

Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

CREDIT ALLIANCE CORPORATION  
770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021

SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 2nd day of December, 1988 by and between

M.W. Gunther, Inc., having its principal place of business at  
1764 West Drive Pasadena, MD 21122

First Interstate Credit Alliance, Inc. "Mortgagee"  
"Mortgagor" and

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, chattel paper, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any kind and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and, or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary) to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York, Mortgagee's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings, or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property, by the place of sale, Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of .30% for each .25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST: M.W. Gunther, Inc. (Seal) Mortgagor  
By Mitchell Gunther President (Title)  
Secretary

STATE OF Maryland } ss  
COUNTY OF Anne Arundel }  
Mitchell Gunther being duly sworn, deposes and says:

- 1. He is the President of M.W. Gunther, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this 2nd day of December 19 88  
Deborah A. Colson NOTARY PUBLIC

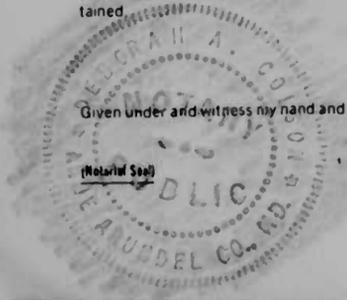
STATE OF Maryland } COUNTY OF Anne Arundel } ss  
Deborah A. Colson a Notary Public duly qualified in and for said County and State, do hereby certify that on this 2nd day of Dec. 19 88 in (Place) Glen Burnie in said County, before me personally appeared Mitchell Gunther to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the President of M.W. Gunther, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument; that he resides at that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written  
Deborah A. Colson NOTARY PUBLIC  
DEBORAH A. COLSON  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 1, 1990



SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated December 2, 19 88 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Two (2)	Freightliner Tractors	1983 FLC12064T	1FUPY5YB0DH222421 1FUPY5YB6DH222407
One (1)	Freightliner Tractor	1980 FLC12064T	CB113HP186476

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

M.W. Gunther, Inc.

By: *Mitchell Gunther Pres*

STATE OF MARYLAND

*Anne Ruedel*

FINANCING STATEMENT FORM UCC-1

Identifying File No. **275654**

BOOK 505 322

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baltimore aircoil Company

Address 7595 Montevideo Road, Jessup, Maryland 20794

2. SECURED PARTY

Name James Madison Financial Corporation

Address 1730 M Street, N.W., Washington, D.C. 20036

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

\*\*SEE SCHEDULE "A" ATTACHED HERETO AND MADE AN INTEGRAL PART HEREOF\*\*

\*\*LESSEE IS NOT AUTHORIZED TO DISPOSE OF LEASED EQUIPMENT\*\*

\*\*THIS IS A CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX\*\*

\*Lease # 8703-066-5-6

The filing of this Financing Statement is for INFORMATIONAL PURPOSES ONLY.

This Financing Statement is filed as a matter of record and notification of a Lease between JAMES MADISON FINANCIAL (LESSOR) and BALTIMORE AIRCOIL CO. (LESSEE) and is not intended to create a security interest. CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Baltimore Aircoil Company

James Madison Financial Corporation

*Howard R. Murray*  
(Signature of Debtor)

Howard R. Murray, Asst. Treasurer/Controller

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*George L. Beck, V.P.*  
(Signature of Secured Party)

GEORGE L. BECK, VICE PRESIDENT

Type or Print Above Signature on Above Line

135.50

RECORD FEE 15.00  
POSTAGE .50  
4375A 0785 801 1147  
12/28/88  
C

## SCHEDULE "A"

This schedule is attached to and becomes part of Lease Number 8803-066-0-E between the undersigned.

Quantity	Description of Equipment	Amount
	Supplier - Unison Software 415 Clyde Avenue Mountain View, California 94043	
One (1)	S200AX Spoolmate NV For Spectrum	\$ 7,500.00
One (1)	S200RL Spoolmate NV Copy (Large CPU)	3,600.00
	Sub-Total	\$ 11,100.00
	Supplier - Entre Computer Center One Mall North Columbia, Maryland 21044	
Six (6)	IBM PS/2 Model 50, 1MB 20MB Hard Drive, 3.55" MB Floppy, 10 MZ Speed	\$ 16,140.00
One (1)	IBM PS/2 Model 60-141, 44MB Hard Drive, 3.5" 1.44 MB Floppy, 10 MZ Speed	3,615.00
One (1)	IBM PS/2 Model 80-111, 115 MB Hard Drive, 3.5" 1.44 MB Drive, 20 MZ Speed	8,450.00
One (1)	IBM PS/2 Model 80-071, 70 MB Drive, 3.5" 1.44 Drive 16 MZ Speed	5,424.00
One (1)	Addit 2 MB METHERBD XPANSION	1,110.00
One (1)	Addit 2-6 MB BD W/2MB	1,250.00
Eight (8)	IBM 8513 12" Monitor	4,200.00
One (1)	IBM 8503 B/W Monitor	195.00
One (1)	IBM External 5 $\frac{1}{4}$ "	308.00
One (1)	IBM 5 $\frac{1}{4}$ " B/W Monitor	46.00
Eight (8)	INTEL 80287 10 MZ (PS2)	2,600.00
One (1)	INTEL 80387 10 MZ (PS2), Math Coprocessors	530.00
One (1)	INTEL 80287 10 MZ (PC-AT), Math Coprocessors	195.00
Nine (9)	IBM PC DOS 3.3, Personal Computer Software	855.00
	Sub-Total	\$ 44,918.00
	Supplier - Kramer Systems International, Inc. 11510 Georgia Avenue Silver Spring, Maryland 20902	
One (1)	Novell Sft	\$ 3,311.00
Eight (8)	Arcnet Car	2,384.00
Thirteen (13)	Arcnet Car	7,683.00
Five (5)	Active Hub	3,400.00
Five (5)	Active Pas	365.00
One (1)	Tape Bkup	1,696.00
One (1)	600 Watts	974.00
One (1)	Power Supply	0.00
One (1)	Weston PC	634.00
	Sub-Total	\$ 20,447.00

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of a copy.

LESSOR:  
James Madison Financial Corporation

By:

George L. Beck, V.P.

LESSEE:  
Baltimore Aircoil Company, Inc.

By:

R. Murray  
Assistant Treasurer/Controller

SCHEDULE "A"

This schedule is attached to and becomes part of Lease Number 8803-066-0-E between the undersigned.

Quantity	Description of Equipment	Amount
	Supplier - Businessland, Inc. 400 E. Pratt Street Suite 825 Baltimore, Maryland 21202	
Two (2)	IBM PS/2 Model 50-021 @ \$2,516.50	\$ 5,033.00
Two (2)	IBM PS/2 Model 50Z-031 @ \$2,796.50	5,593.00
One (1)	IBM PS/2 Model 50Z-061 @ \$3,706.50	3,706.50
Three (3)	IBM 8513 VGA Monitor @ \$479.50	1,438.50
Two (2)	IBM 8503 Mono Monitor @ \$167.00	334.00
One (1)	WYSE PC 286 10MHZ @ \$1,211.48	1,211.48
One (1)	Keyboard @ \$89.90	89.90
One (1)	Seagate 20MB Hard Disc @ \$275.90	275.90
One (1)	Businessland EGA Card @ \$234.98	234.98
One (1)	Amdek 600P EGA Monitor @ \$341.00	341.00
	Sub-Total	\$ 18,258.26
	Supplier - Ann Marc, Inc. 222 Severn Avenue Annapolis, Maryland 21403	
One (1)	HP VECTRA ES/12 Model 27	\$ 2,354.00
One (1)	HP VECTRA ES/12 Model 47	2,636.00
One (1)	HP 1.2 MB Drive	198.00
One (1)	HP 2400 BPS Modem	305.00
One (1)	HP Mouse	105.00
One (1)	HP 2 MB Expanded Memory Board	1,186.00
Two (2)	HP VGA Color Graphics Display @ \$485.00 Each	970.00
	Sub-Total	\$ 7,754.00
	Total List Price	\$102,477.26

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of a copy.

LESSOR:  
James Madison Financial Corporation

LESSEE:  
Baltimore Aircoil Company, Inc.

By: George J. Beck, V.P.

By: [Signature]  
Assistant Treasurer/Controller

275655

TO BE RECORDED IN LAND RECORDS  
 NOT TO BE RECORDED IN LAND RECORDS

SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

Charles K. Listman  
 Name or Names—Print or Type  
 701 C Street Pasadena Anne Arundel Maryland 21122  
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
 Address—Street No., City - County State Zip Code

2. Secured Party:

THE LINCOLN ~~XXXX~~ ELECTRIC CO.  
 Name or Names—Print or Type  
 22801 ST. CLAIR AVE., CLEVELAND-CUYAHOGA, OH 44117  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
 ARC WELDING EQPT.  
 Lincoln model SA250-F163, type K-1305-3K weld machine, mounted on 6325 undercarriage. Serial No. A-1129769

CONDITIONAL SALES CONTRACT EXEMPT FROM RECORDATION TAX

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 11.00  
 4432070 0855 R01 T1144E  
 12/09/88  
*[Signature]*

6. Proceeds of collateral  are  are not covered  
 7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

*Charles K. Listman*  
 (Signature of Debtor)

Charles K. Listman  
 Type or Print

(Signature of Debtor)

Type or Print

THE LINCOLN ELECTRIC CO.  
 (Company, if applicable)

*Michael J. O'Connor*  
 (Signature of Secured Party)

CREDIT MGR  
 MICHAEL J. O'CONNOR, CREDIT MGR  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to: THE LINCOLN ELECTRIC CO., 22801 ST. CLAIR AVE ~~XXXXXX~~ CLEVELAND, OH 44117

Name and Address  
 Texas Bros. Form F-1

1150

STATE OF MARYLAND

BOOK 535 PAGE 326

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275656

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ Lessee:

Name Personal Home Health Care
Address 51 Gentry Ct., Annapolis, MD 21403

2. ~~XXXXXXXXXX~~ Lessor:

Name LeaseAmerica Corporation
Address 4333 Edgewood Rd. N.E., Cedar Rapids, IA 52499

R-15354

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

3 - 492002 Oxygen Concentrators

Name and address of Assignee

This transaction is a lease and not intended as a secured transaction. Filing is only intended to make the lease a matter of public record.

RECORD FEE 11.00

#43200-2055 R01 711445

12/29/98

Not subject to Recordation Tax
Equipment lease does not create a security interest

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

C. Brett Gomeringer et al
Signature of Lessee

Personal Home Health Care
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Cheryl L. Gutter
Signature of Lessor

LeaseAmerica Corporation
Type or Print Above Signature on Above Line

Handwritten mark

275657

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ .....
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Coast Navigation, Inc.

1934 Lincoln Drive  
Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

All accounts and inventory now owned or hereafter acquired and all proceeds (cash and non-cash) of such accounts and inventory.

- 2. The collateral property is affixed or to be affixed to or is or is to be ~~affixed to the~~ following real estate:

RECORD FEE 11.00  
 POSTAGE .50  
 #250320 0040 R04 T12+39  
 12/09/88

- 3.  Proceeds } of the collateral are also specifically covered.  
 Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Coast Navigation, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: *James Tindall*  
James Tindall

BY: *Carol Tindall*  
Carol Tindall

BY: *M. M. M. M.*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

*11.50*

535 328

275658

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$558,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: November 23, 1988

FINANCING STATEMENT

RECORD FEE 17.00  
POSTAGE .50  
\$34.997 1231 102 113114  
12/29/88

- 1. Debtor: AMERICAN HOMES CORPORATION Address: 647 Revell Highway Annapolis, Maryland 21401
- 2. Secured Party: SIGNET BANK/MARYLAND Address: P.O. Box 1077 Baltimore, Maryland 21203
- 3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

13<sup>00</sup>



535 329

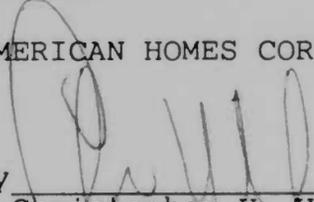
- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Signet Bank/Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

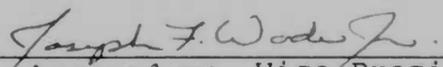
DEBTOR:

SECURED PARTY:

AMERICAN HOMES CORPORATION

SIGNET BANK/MARYLAND

By   
 Christopher H. Hill,  
 President

By   
 ASSISTANT, Vice President

SPAHC-#5.198.amp

SCHEDULE A

All those lots of ground situate in Anne Arundel County, Maryland and being known and designated as lots 21 and 23 in a subdivision known as "Plat 2 of 2, Shadow Point, a Resubdivision of lot 1 and Residue Parcel as Recorded in Plat Book 87, Folio 44", as per plat thereof duly recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 106, pages 27 and 28.

04105-

NORTH ARUNDEL TITLE CORPORATION  
200 HOSPITAL DRIVE, SUITE 113  
GLEN BURNIE, MARYLAND 21061  
(301) 768-6813

EAC-5g

\*\*\*PURCHASE MONEY\*\*\*

275659

AA Co.  
FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$...80,000.00

1. Name of Debtor(s): Branham Contractors, Inc.  
Address: 8133 Hogneck Rd.  
Pasadena, MD 21122

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:  
1981 Speedstar Quick Drill well drilling rig Model no. SD275 Serial no. 81031  
1981 GMC Diesel truck SERIAL no. DJ7D1Y3BV555683

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00  
POSTAGE .50  
H345290 C237 R02 T15:13  
12/09/88  
RECORD TAX 560.00  
H345290 C237 R02 T15:13  
12/09/88

Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

Debtor(s): Branham Contractors, Inc.

Secured Party:

*John E. Branham*  
John E. Branham, President

1st AMERICAN BANK OF MARYLAND

By: *Jeffrey B. Wiley*  
Branch Manager Jeffrey B. Wiley  
Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11.00  
560.50

\*\*\*PURCHASE MONEY\*\*\*

275660

AA Co.  
FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$50,000.00.

1. Name of Debtor(s): Branham Contractors, Inc.  
Address: 8133 Hogueck Rd.  
Pasadena, MD 21122

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

1988 CT150 Monitoring Drill & drilling accessories Serial no. CT150-004  
1988 CT150 Trailer Serial no. CT150-004

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00  
RECORD TAX 350.00  
POSTAGE .50  
#345300 0237 R02 115:14  
12/09/88

1

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): Branham Contractors, Inc.

*John E. Branham*  
John E. Branham, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

*Jeffrey B. Wiley*  
By: Jeffrey B. Wiley, Branch Manager  
Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11.00  
350.50

535 333

Please Return To:  
Home Title Company, Inc.  
2 E. Fayette Street  
Baltimore, MD 21202

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522

Page No. 293

Identification No. 271380

Date 1/22/88

1. Debtor(s) { THE DEMPSEY COMPANY, INC.  
Name or Names—Print or Type  
1236 ALGONQUIN ROAD CROWNSVILLE, MARYLAND 21037  
Address—Street No., City - County State Zip Code

2. Secured Party { BALTIMORE FEDERAL FINANCIAL, F.S.A.  
Name or Names—Print or Type  
300 EAST LOMBARD STREET BALTIMORE, MARYLAND 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation ..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release ..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: <b>** SEE BELOW **</b></p>
<p>C. Assignment ..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: ..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

BL  
CLERK

BEING KNOWN AND DESIGNATED as Lot No. 8, as shown on a plat entitled "PEAT TWO, HUNTINGTON WOODS", which Plat is recorded among the Plat records of Anne Arundel County, Maryland in Plat Book 77, Folio 20.

The improvements thereon being known or to be known as 2014 Huntwood Drive.

Dated: November 29, 1988

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Name of Secured Party

[Signature]  
Signature of Secured Party

Robert P. Warr, Senior Vice President

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

188

535 334

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

2. Secured Party(ies) and address(es)

For Filing Officer (Date, Time and Filing Office)

SILBER, STANLEY B. & DEBORAH  
3 Bluestone Road  
Lutherville, MD. 21093

SOCIETY FOR SAVINGS  
1290 Silas Deane Hwy.  
Wethersfield, CT. 06109



RECORD FEE 10.00

POSTAGE .50

4. This statement refers to original Financing Statement bearing File No. 17448 C345 Rol

513-158

Filed with Clerk Annapolis, MD Date Filed 6/10/87 19

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 122-W

No. of additional Sheets presented:

SOCIETY FOR SAVINGS

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Kevin Martin  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275661

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated December 2, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Albert Paving, Inc.  
Address 5809 Massachusetts Avenue, Bethesda, MD 20816

2. SECURED PARTY

Name B&H Heavy Equipment Rental, Inc.  
Address 201 Ritchie Rd., Bldg. C  
Capital Heights, MD 20743

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Case 125B Excavator - S/N 74264 - complete with 2 speed track motors, heavy duty lift circuit & 42" digging bucket.

To perfect a security interest taken or retained by a seller of collateral to secure all or part of its price.

RECORD FEE 11.00  
POSTAGE .50  
12/19/88  
E

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*William Adams*  
(Signature of Debtor)

WILLIAM ADAMS  
Type or Print Above Name on Above Line

Albert Paving, Inc.  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*Peter L. Babb*  
(Signature of Secured Party)

Peter L. Babb, President  
Type or Print Above Signature on Above Line

1150

FORM 535 336

275662

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es) U.S.A. CONDOR LIMITED 326 First Street Annapolis, Maryland 21403	2 Secured Party(ies) and address(es) H and P MULTIHULL DEVELOPMENT CORPORATION 326 First Street Annapolis, Maryland 21403	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property:  COLLATERAL: All present and after-acquired inventory, contract rights, general intangibles, and accounts receivables, assets owned by the Debtor, including equipment, supplies, fixtures, furniture, appliances, work in progress, licenses, patents, trade marks, trade names, and other intellectual property, client lists, names, leases and leasehold interests, deposits, permits, goodwill, and all after acquired property and replacements and proceeds and products thereof.  <p style="text-align: center;">"EXEMPT FROM RECORDATION TAXES"</p>		5 Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with
Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		

U.S.A. CONDOR LIMITED

By: Philip A. Hertling Signature(s) of Debtor(s)  
 PHILIP A. HERTLING (1) Filing Officer Copy-Alphabetical

By: \_\_\_\_\_ Signature(s) of Secured Party(ies)  
 (For Use in Most States)

STANDARD FORM - FORM UCC-1.

RECORD FEE 11.00  
 POSTAGE .50  
 #250630 C040 R04 T08#32  
 12/12/08  
*[Signature]*

11.00  
 .50  
 ---  
 11.50

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Financing Statement Records Anne Arundel County

Roll No. Liber 500

Page No. 80

Identification No. \_\_\_\_\_

Dated July 16, 1986

1. Debtor(s) { JOLLY ACRES LIMITED PARTNERSHIP  
Name or Names—Print or Type  
8808 Centre Park Drive, Columbia, Maryland 21045  
Address—Street No., City - County State Zip Code

2. Secured Party { FIRST NATIONAL BANK OF MARYLAND  
Name or Names—Print or Type  
25 South Charles Street, Baltimore, Maryland 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:



RECORD FEE 10.00  
POSTAGE .50  
777 203 728404  
12/09/88

<p>A. Continuation ..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release ..... <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: ..... <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Being known and designated as Lot No. 3, as shown on Plat entitled, Minor Subdivision of Phase One, The National Business Park, Tax Map 13 & 20, Blocks 3, 4, 16 & 21, Parcels 34, 65, 67 & 189, Sheets 2 of 5 and 5 of 5, which Plats are recorded among the Land Records of Anne Arundel County in Plat Book No. 112, page 39 plat No. 5914 and page 42 plat No. 5917.

Being known and designated as Lot Nos. 6 and 7, as shown on Plats entitled, Phase Two, a Major Industrial Subdivision of Parcels C & F, Previously recorded in Plat Book 112, page 38, Tax Map 13, 20, Blocks 3, 4, 16, 21, 22, Parcels 189, 34, 65, 67, The National Business Park, Sheets 4 of 6 and 5 of 6, which Plats are recorded among the Land Records of Anne Arundel County in Plat Book No. 114, page 15 plat No. 5989 and page 16 plat No. 5990.

THE FIRST NATIONAL BANK OF MARYLAND

Dated: Aug. 2, 1988

By: Patricia A. Brian  
Signature of Secured Party  
**PATRICIA A. BRIAN**  
**VICE PRESIDENT**  
Type or Print (Include Title if Company)

10250

535 338 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Clerk of the Circuit Court-County of  
Anne Arundel, MD.

Identifying File No. 275664

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 124,802

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hoffritz For Cutlery, Inc.

Address 515 West 24th Street New York, New York 10011

2. SECURED PARTY

Name Norstar Bank/Manufacturers And Traders Trust Company

Address 56 East 42nd Street New York, New York 10017

Person And Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

See Schedule A attached hereto

A financing statement is being filed in Anne Arundel County because some collateral of the type described on Schedule A attached hereto is located at: MARLEY STATION 7900 Gov. Ritchie Hwy., Space 113, Bldg. C, Glen Burnie, Maryland 21061 and ANNAPOLIS 134 Annapolis Mall, Annapolis, Maryland 21401. Financing statements are also being filed in Baltimore City, Howard and Montgomery Counties.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
52 JAMES ST.

ALBANY, N.Y. 12207

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Hoffritz For Cutlery, Inc.

By: Joel Silver Exec. V.P.  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RECORDING TAX HAS BEEN PAID TO THE STATE  
OF MARYLAND DEPARTMENT OF ASSESSMENTS  
AND TAXATION IN THE AMOUNT OF \$411.85

01F1116/7367 (30)

Norstar Bank/Manufacturers And Traders Trust  
Company

By: Steven J. Melicharek, V.P. By: R. David Pontius, V.P.  
(Signature of Secured Party)

V.P. Steven J. Melicharek/R. David Pontius

Type or Print Above Signature on Above Line V.P.

SCHEDULE A TO THE FINANCING STATEMENT  
ON FORM UCC-1 NAMING HOFFRITZ FOR  
CUTLERY, INC., AS THE DEBTOR, AND  
NORSTAR BANK AND MANUFACTURERS AND  
TRADERS TRUST COMPANY AS THE SECURED PARTIES

All accounts, letters of credit, documents, contract rights and chattel paper for goods sold or leased and/or services rendered by the Debtor, equipment (including, without limitation, all transportation, manufacturing, warehouse and office equipment, machinery, trade fixtures, computer and data processing equipment, furniture, office, production or data processing supplies, other miscellaneous supplies, other tangible property of any kind, and all and any additions, substitutions and replacements, together with all attachments, components, parts and accessories installed thereon or affixed thereto, but excluding (i) all motor vehicles; (ii) all leasehold improvements; (iii) all fixtures; (iv) all equipment on which there may exist from time to time a purchase money security interest now or hereafter created by the Debtor in favor of a third party; and (v) all of the Debtor's interest in machinery and equipment, leased to the Debtor under capital or operating leases currently existing or hereafter entered into by the Debtor as lessee or tenant including, without limitation, computer and data processing equipment and related software) and inventory (including, without limitation, raw materials, work in process and materials used or consumed or to be used or consumed in the manufacture, sale or lease of goods in the ordinary course of the Debtor's business, or in the processing, packaging or shipping of the same, and all finished goods), in each case whether now owned or hereafter acquired by the Debtor or in which the Debtor has or may hereafter acquire any right, title or interest and by whomsoever held and wheresoever located, and all proceeds and products of the foregoing.

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s): Schwarz Purcell Architects, P.A. Address(es): 86 State Circle  
Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department ACCU  
 Post Office Box 987, Mailstop 500-270  
 Attention: Lisa Edwards Baltimore, Maryland 21203  
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property): (Continued on Schedule A)

Debtor: Schwarz Purcell Architects, P.A.

Secured Party: Maryland National Bank

By: Craig Purcell, PRESIDENT (Seal)  
 Type name and title  
Craig Purcell, President

By: \_\_\_\_\_ (Seal)

By: John Schwarz, VICE PRESIDENT (Seal)  
 Type name and title  
John Schwarz, Vice President

Timothy J. Murphy, Commercial Banking Officer  
 Type name and title

MARYLAND NATIONAL BANK

Mail To:  
 Maryland National Bank  
 Credit Collateral Unit  
 P.O. Box 871  
 Annapolis, Maryland 21404

275666

BOOK 535 341

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of ~~State Department of Assessor's Office~~  
~~XXXXXXXXXX~~ Anne Arundel County
- 3.  Not subject to Recordation Tax
- 4.  Recordation Tax has been paid on the principal amount of \$ 1,050,000 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s): Michael J. Martini  
Marie D. Martini

Address(es): c/o Gates Marina  
P.O. Box 117  
Deale, Maryland 20751

RECORD FEE 30.00  
POSTAGE .50

#230710 0777 R03 110:13

6. Secured Party: MARYLAND NATIONAL BANK  
Attention: Dennis R. Glasgow

Address: Real Estate and Mortgage Division  
~~XXXXXXXXXX~~ P.O. Box 871  
~~XXXXXXXXXX~~ Annapolis, MD 21404  
~~XXXXXXXXXXXXXXXXXXXX~~

11/17/88

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated November 14, 19 88 from Debtor(s) Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in ~~XXXXXX~~ attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

Michael J. Martini (SEAL)  
Michael J. Martini

Marie D. Martini (SEAL)  
Marie D. Martini

Secured Party:  
MARYLAND NATIONAL BANK

By: Dennis R. Glasgow (SEAL)

Dennis R. Glasgow, Vice President  
Type name and title

Mr Clerk. Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

305 50

## EXHIBIT "I"

LEGAL DESCRIPTION  
THOMPSON PROPERTY, DEALE MD.

Beginning at a point on the Southwesterly side of Md. Rte. 256, said point also being the most Westerly corner of the property herein described, thence along said Md. Rte. 256;

1. ) N  $59^{\circ} 34' 50''$  E a distance of 25.60 feet to a point, thence leaving said Md. Rte. 256 and running along the lands of Cecil M. Marshall, the following three (3) courses and distances;
2. ) S  $55^{\circ} 15' 40''$  E a distance of 254.69 feet to an iron pipe found, thence;
3. ) N  $34^{\circ} 15' 50''$  E a distance of 88.04 feet to an iron pipe found, thence;
4. ) N  $34^{\circ} 59' 10''$  E a distance of 177.41 feet to an iron found along the Southwesterly line of the lands of James B. Sidbury, thence along said Sidbury lands;
5. ) S  $55^{\circ} 42' 20''$  E a distance of 135.92 feet to an iron pipe found at the North corner of the lands of Sunshine number 1 Inc., thence along the lands of said Sunshine the following three (3) courses and distances;
6. ) S  $34^{\circ} 17' 40''$  W a distance of 90.00 feet to a point, thence;
7. ) S  $55^{\circ} 42' 20''$  E a distance of 150.00 feet to an iron pipe, thence;
8. ) N  $34^{\circ} 17' 40''$  E a distance of 90.00 feet to an iron pipe along the aforesaid Sidbury lands, thence along the aforesaid Sidbury lands;
9. ) S  $55^{\circ} 36' 00''$  E a distance of 51.49 feet to a point at the corner of a bulkhead on Rockhold Creek, thence along said bulkhead the following two (2) courses and distances;
- 10.) S  $26^{\circ} 18' 25''$  W a distance of 119.06 feet to an angle point, thence;
- 11.) S  $35^{\circ} 11' 44''$  W a distance of 177.74 feet to a point, thence leaving the said bulkhead and running along the Northwesterly line of Nutwell and Manifold;
- 12.) N  $54^{\circ} 51' 50''$  W a distance of 618.94 feet to the place of beginning, containing 95,753 square feet or 2.198 acres more or less.

SCHEDULE "A" - Page 2

EXHIBIT ONE (continued)

BEGINNING for the said lot or parcel of ground at an iron post standing in the outline of the lot of Dwight Thompson's lot and 50 feet from a post at corner of the bulkhead of said Thompson on Rockhold Creek, and run from said iron post and with said Thompson's lot North  $56^{\circ} 15'$  West 150 feet to a post, thence leave said Thompson's lot and run at right angel to the above line South  $33^{\circ} 45'$  West 90 feet to a post, thence South  $56^{\circ} 15'$  East 150 feet to a post, thence North  $33^{\circ} 45'$  East 90 feet to the place of beginning. Containing 13,500 square feet of land, more or less; and also the right of way over a road 10 feet wide, beginning at the post at the end of the first line of the herein described lot and run a straight line for the east side of the said road South  $33^{\circ} 45'$  West to intersect the road leading from the shore of Rockhold Creek with the land of Andrew Manifold, to intersect the County Road leading over Gott's Creek, and a right of way over the last mentioned road as herein mentioned. The improvements thereon being known as Box 42, Rockhold Creek Drive.

## ADDENDUM A

ALL THAT lot or parcel of land situate, lyinn and being in the 7th Assessment District of Anne Arundel County, Maryland, and being described as follows:

PARCEL NUMBER ONE: BEGINNING for the same at an iron pipe now set in the ground, about North 55-1/2 deg. East 450 feet from a stake heretofore set in the southwestern corner of the land of John R. Bias, near the water line of Rock Hole Creek, and running from said point of beginning, North 19 deg. 45' East 139.05 feet to an iron pipe, thence North 70 deg. 15' West 405.04 feet to Rock Hole Creek, thence bounding on said creek, South 30 deg. 43' West 75.00 feet, thence South 9 deg. 32' East 75.00 feet to an iron pipe, and thence leaving said creek, South 70 deg. 15' East 383 feet to the place of beginning, containing approximately 1.30 acres of land, together with a right of way 14 feet wide, in common with others, running over the land of John R. Bias to the highway, the center of the said right of way beginning at a point in the first line of the lot above described, at the distance of 93 feet from the beginning of said line and running South 68.50 deg. East.

PARCEL NUMBER TWO: BEGINNING for the same on the eastern side of Rock Hole Creek, at the end of the fourth line of the parcel of land containing approximately 1-3/10 acres, which was conveyed by John R. Bias and wife to Charles Y. Trigg and wife about August 1, 1934, and running from said point of beginning, leaving said creek and bounding on the fifth line of said parcel of land South 70 deg. 15' East, 383 feet to the western side of a right of way 18 feet wide, laid out for use in common with others and leading out to the highway, thence bounding on the western side of said right of way, South 19 deg. 45' West 50 feet, thence running parallel to the first line of this description North 70 deg. 15' West 303 feet to Rock Hole Creek, and thence bounding on said creek North 38 deg. 14' West, 94.34 feet to the place of beginning, containing 394/1000 of an acre of land, together with the use of said right of way, in common with others.

SCHEDULE A PAGE 44

ADDENDUM

DESCRIPTION OF THE PROPERTY

The Property includes all of that real property situate, lying and being in the Seventh Assessment District of Anne Arundel County, Maryland and more particularly described as

BEGINNING FOR THE SAME at an iron rod with cap formed by the intersection of the northwesterly line of the lands of now or formerly Helen P. Brady as recorded in the Land Records of Anne Arundel County, Maryland, in Liber 3025, folio 528, with the northeasterly right-of-way line of a 15 foot right-of-way leading from Cabanna Boulevard to the property hereinafter described, said beginning point being coordinated on the Maryland State Plane Coordinate System as N346394.46E926652.91 taken from Anne Arundel County Monument number 387 and 387AZ, thence running, in the datum of said Maryland State Plane Coordinate System (1) northwestwardly along the northeasterly right-of-way line of a 15 foot right-of-way which transitions into a 10 foot wide right-of-way lying northerly of the lands of Roger R. Ramsey as recorded in the aforesaid Land Records in Liber 3053, folio 139, North 81 degrees 37 minutes 30 seconds East 210.62 feet to a point on the face of bulkhead at the high water line of Rockhold Creek, passing over an iron rod with cap set 3 feet reversely from the end of said course, thence running (2) northwardly meandering along said bulkhead line and also the high water line of said Rockhold Creek, the next eight courses, North 7 degrees 28 minutes 36 seconds West 82.53 feet to a point, thence running, (3) North 1 degree 01 minutes 32 seconds West 15.50 feet to a point, thence running (4) North 23 degrees 53 minutes 28 seconds East 35.45 feet to a point, thence running, (5) North 34 degrees 24 minutes 23 seconds East 59.10 feet to a point, thence running, (6) North 39 degrees 05 minutes 04 seconds East 58.58 feet to a point, thence running, (7) South 67 degrees 23 minutes 19 seconds East 10.53 feet to a point, thence running, (8) North 24 degrees 21 minutes 15 seconds East 15.60 feet to a point, thence running, (9) North 00 degrees 17 minutes 38 seconds West 16.35 feet to a point on the southerly line of the lands of now or formerly Michael J. Martini, thence running, (10) leaving said Rockhold Creek and running along the southerly line of said Martini, South 88 degrees 38 minutes 30 seconds East 234.60 feet to an iron pipe on the northwesterly line of the aforementioned Brady, thence running, (11) southwestwardly along the northwesterly line of said Brady South 22 degrees 47 minutes 30 seconds West 299.04 feet to the point and place of beginning, containing 1.52 acres of land.

TOGETHER with the use in common of that 15 foot right-of-way leading from the above described property to Maryland Route 256 as shown on a plat recorded in the aforesaid Land Records in Liber GTC958, folio 503.

The above described parcel of land is intended to be all of that land surveyed by Andrews, Miller & Assoc., Inc on or about May 20, 1982. The above described parcel of land is also intended to be all of that land which was conveyed by William D. Worrall and Winifred Ellen Worrall to William D. Worrall by deed dated August 6, 1980 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3342, folio 459.

## ADDENDUM C

All those parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING ALL of Parcels numbered Six (6) and Seven (7) as described in a deed dated March 14, 1976 and recorded among the Land Records Of Anne Arundel County, State of Maryland, in Liber 3025 at folio 528. The above described property being more particularly described and shown on a survey entitled "The Helen Brady etal, Property" Containing Five and one-half acres more or less, by J.R. McCrone, Jr., Inc., a registered Land Surveyor. Said Survey prepared on July 21, 1982.

BEING THE same ground which by deed dated March 14, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3025 at folio 528 was granted and conveyed by Helen Parks Brady, etal, to the here'n grantors.

## ADDENDUM "D"

BEGINNING for the same at an iron pipe found on the northwest side of Deale-Churchton Road and at the same beginning point as in Parcel Three of the conveyance from John Goettee, Trustee, to Harvey E. Gates, Jr., by deed dated April 24, 1968, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2169, folio 532, and running from said beginning point so fixed, leaving said Deale-Churchton Road, and with the North 70° 25' 40" West 771.62 feet line of said Parcel Three as now found, North 70° 25' 25" West 771.48 feet to an iron pipe found at the end of said line; said pipe being further located in the South 24° 32' West 213.6 foot line of Parcel One of the above mentioned conveyance; thence with part of said line as now found, and leaving said Parcel Three, South 24° 30' 56" West 163.44 feet to an iron pipe found at the end of the said South 24° 32' West 213.6 foot line of said Parcel One; thence continuing with the outlines of said Parcel One as now found, North 82° 30' 52" West 234.68 feet to a nail found on the side of an existing bulkhead located along the shoreline of Rockhold Creek; thence with the same, North 08° 12' 2" East 179.52 feet, thence North 15° 26' 01" East 119.94 feet and North 01° 23' 19" East 19.28 feet to the end of the North 70° 15' West 303 foot line of Parcel Two of the above mentioned conveyance; thence with said line as now found, reversely, and leaving said Rockhold Creek, South 70° 19' 53" east 303.00 feet to an iron pipe found at the beginning of said line, said pipe being further located at the end of the North 24° 32' East 101.85 foot line of said Parcel Three of the above mentioned conveyance; thence leaving said Parcel Two and running with the North 19° 45' East 189.05 foot line and the North 19° 45' East 110 foot line of said Parcel Three as now found, North 19° 40' 07" East 298.76 feet to an iron pipe found at the end of the said North 19° 45' East 110 foot line of said Parcel Three; thence continuing with the outlines of said Parcel Three as now found, South 63° 29' 45" East 810.65 feet to an iron pipe found on the northwest side of Deale-Churchton Road; thence with the same, South 27° 41' 14" West 305.49 feet to the place of beginning; Containing 8.147 acres, more or less, and as surveyed by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in November, 1973.

The aforescribed property being subject to and having the use in common with others of the 2-18 foot rights of way as mentioned and described in the deed from John Goettee, Trustee, to Harvey E. Gates, Jr., and recorded in Liber 2169, folio 532.

275667

535 348

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 30,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Aggregate Transport Corporation Address(es): 12 S. River Clubhouse Road Harwood, Maryland 20776

6. Secured Party: Maryland National Bank Address: Department: Anne Arundel Review Unit  
 Attention: Maria Yon Post Office Box 987, Mailstop 500-270  
 Baltimore, Maryland 21203  
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

See attached schedule a for collateral description

Debtor: Aggregate Transport Corporation

Secured Party: Maryland National Bank

By: David E. Gable (Seal)  
 Type name and title, if any David E. Gable, Pres.

By: Robert G. Jones (Seal)  
 Type name and title Robert G. Jones Vice President

By: \_\_\_\_\_ (Seal)  
 Type name and title, if any

Type name and title

207-95 REV. 1/86

MARYLAND NATIONAL BANK

RECORD FEE 12.00  
 RECORD TAX 210.00  
 POSTAGE .50  
 H250950 C040 R04 T11-16  
 12/13/88

12.00  
 210.00  
 .50

Mali To:  
 Maryland National Bank  
 Credit Collateral Unit  
 P.O. Box 571  
 Baltimore, Maryland 21204



# MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

## SCHEDULE A

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- \_\_\_\_\_

dated December 9, 19 88, and executed by Aggregate Transport Corporation

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

**Property Description** (continued):

Body #1M0184VB10684 attached to a 1985 INTL Truck #1HTLAHEM4FHA26475  
 Body #A8592 attached to a 1984 INTL Truck #2HTTJJMT1ECA12331  
 Body #A8663 attached to a 1984 MACK Truck #1M2P140C2EA011723  
 Body #A8701 attached to a 1984 MACK Truck #1M2P140C4EA011724

Mail To:  
 Maryland National Bank  
 Credit Collateral Unit  
 P.O. Box 871  
 Annapolis, Maryland 21404

GRANTOR/DEBTOR  
 By: David E. Gable (SEAL)  
 David E. Gable, President  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

GRANTOR/DEBTOR  
 By: \_\_\_\_\_ (SEAL)  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

CERTIFICATION FOR ALLOCATION  
OF MARYLAND RECORDATION TAX

Date: December 9, 1988

TO: CLERK

RE: Aggregate Transport Corporation

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

- 1. Value of exempt Collateral \$ 132,000.00
- 2. Value non-exempt Collateral \$ 33,000.00
- 3. Value of Total Collateral \$ 165,000.00

4. Computation of Amount of Debt Exempt from Recordation Tax:

<u>Value of Exempt Collateral</u>	X	Total Amount of Debt Secured	=	Amount of Debt Exempt from Tax
\$ <u>132,000.00</u>		X \$ <u>150,000.00</u>		= \$ <u>120,000.00</u>
\$ <u>165,000.00</u>				

- 5. Loan Amount = Amount of
- Amount of Debt Exempt from Tax Non-Exempt Debt
- \$ 150,000.00 - \$ 120,000.00 = \$ 30,000.00

6. Recordation Tax Due on Non-Exempt Debt:

Amount of Non-Exempt Debt	X	Tax Rate Per \$1,000	=	Recordation Tax Due
\$ <u>30,000.00</u>		X \$ <u>7.00</u>		= \$ <u>210.00*</u>

By: David E. Gable  
David E. Gable, President

Mail To:  
Maryland National Bank  
Credit Collateral Unit  
P.O. Box 871  
Annapolis, Maryland 21404

585 351

275668

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Recordation Tax has been paid on the principal amount of \$ 76,000 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s): Donald E. Warrener, Jr. Address(es): 19865 Old York Road  
Whitehall, Maryland 21161

RECORD FEE 11.00  
 POSTAGE .50  
 #346900 0237 802 11/01/88  
 12/13/88

6. Secured Party: MARYLAND NATIONAL BANK Address: P.O. Box 17372  
Attention: LDRU Baltimore, Maryland 21203  
M/S 022801

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated November 23, 19 88 from Debtor(s) to Dennis M. Miller and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):  
Donald E. Warrener, Jr. (SEAL)

Secured Party:  
 MARYLAND NATIONAL BANK  
 By: Ronald E. Lindbeck (SEAL)  
Ronald E. Lindbeck, Assistant Vice Pres.  
 Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

1100  
50

535 352

275669

FINANCING STATEMENT

TO BE RECORDED IN:  
THE FINANCING STATEMENT RECORDS  
OF THE STATE OF MARYLAND  
THE LAND RECORDS OF ANNE ARUNDEL COUNTY AND  
X THE FINANCING STATEMENT RECORDS OF  
ANNE ARUNDEL COUNTY

NOT SUBJECT TO  
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: Phase II Systems, Inc.  
2116 Renard Court  
Annapolis, Maryland 21403

2. NAME AND ADDRESS OF SECURED PARTY: Anne Arundel County, Maryland  
c/o Office of Law  
P.O. Box 1831  
Annapolis, Maryland 21404

3. This Financing Statement covers the following types (or items) of property:

All building materials, supplies, machinery, fixtures, equipment, furniture, appliances, fittings, apparatus, and articles of personal property of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to that certain parcel of real property and improvements located in Anne Arundel County, Maryland and more particularly described in Exhibit A attached to and incorporated by reference in this Financing Statement, and used or usable in connection with any present or future use or operation of the real property or the improvements or any part thereof by Debtor, whether now owned or hereafter acquired by Debtor, together with all replacements and substitutions therefore and all products and proceeds thereof.

Debtor:

ATTEST:

PHASE II SYSTEMS, INC., INC.

*Budget Kennedy*  
*Sec 17 was*

*Robert R. Breshears* (SEAL)  
Robert R. Breshears, President

Mr. Clerk: After recordation, please return to Patricia A. Logan, Assistant County Solicitor, Office of Law, P.O. 1831, Annapolis, Maryland 21404.

RECEIVED FOR RECORD

68 DEC 13 PM 1:23

H. ERLE SCHAFER  
CLERK

TW

## EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Unit Numbered S-19 of a Condominium Regime known as "THE RENARD COURT CONDOMINIUM", as the same is established by a Condominium Declaration, dated July 28, 1988, and recorded on the 2nd day of August, 1988, in Liber HES 4660, folio 50, and First Amendment to Declaration dated November 21, 1988 and recorded on November 21, 1988, in Liber 4740, folio 309, as shown on the Plat(s) of THE RENARD COURT CONDOMINIUM, PHASE II, an Office/Warehouse Condominium, recorded in Condominium Plat Book No. 39, Pages 44 through 46, Plat Nos. E-1944 through E-1946, all inclusive, all among the Land Records of Anne Arundel County, Maryland.

TOGETHER with an undivided percentage interest in the common elements of said Condominium in fee simple, pursuant to Condominium Declaration and By-Laws and First Amendment to Declaration recorded among the aforesaid Land Records.

Anne Arundel Co.

STATE OF MARYLAND

535 354

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275670

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Covington Machine & Welding, Inc.
Address 2015 Renard Ct. -- Annapolis, MD 21401

2. SECURED PARTY

Name L.B. Smith, Inc.
Address P.O. Box 8658 -- Baltimore, MD 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
POSTAGE .50
#246039 CIVIT R03 T10:31
12/13/88

One(1) P&H Omega 18, s/n 43989 with all present and future attachments, additions, repairs, products, and proceeds now owned or hereafter acquired. With title to be retained by L.B. Smith, Inc. This financial statement is intended to publicize the lease of above property, and does not create a security interest.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: Donald P. Covington Pres. 11/28/88

Covington Machine & Welding, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: B.H. Dean

L.B. Smith, Inc. Business Manager
Type or Print Above Signature on Above Line

1150

275671

535 355

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY  
~~STATE CORPORATION COMMISSION~~

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Ventura Construction Company, Inc.  
1761 Severn Chapel Rd.  
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 11.00  
FEE .50  
#245990 0717 003 110429  
12/13/88

Name & address of Secured Party

Furnival Machinery Company  
7135 Standard Drive  
Hanover, MD 21076

Name & address of Assignee

Associates Commercial Corp.  
8002 Discovery Drive #420  
Richmond, VA 23229

Date of maturity if less than five years

Check if proceeds of collateral are covered (x)

Description of collateral covered by original financing statement

One (1) Komatsu Model PC-80-3 Hyd. Excavator SN/ 2198

complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof. EXEMPT RECORDATION TAX-CONDITIONAL SALE CONTRACT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

*W. T. Caillouette*  
Ventura Construction Company, Inc.

Signature of Debtor if applicable (Date)  
W. T. Caillouette, Pres.

*J. P. Wreath* 12/5/88  
Furnival Machinery Company

Signature of Secured Party if applicable (Date)  
J. P. Wreath, VP

150

275672

BOOK 535 PAGE 356

**FINANCING STATEMENT  
AND SECURITY AGREEMENT**

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Annapolis Accents Inc. 7 Old solomons Island Road Annapolis, Maryland 21401</p>	<p>2. SECURED PARTY</p> <p><b>THE PARADIES DISTRIBUTING CO.</b> 3000 Waterview Avenue Baltimore, Maryland 21230</p>
---	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

Annapolis Accents Inc.

LESLIE G. HUNT

(Type Name)

By: [Signature] (SEAL)

By: \_\_\_\_\_ (SEAL)

SECURED PARTY:

**THE PARADIES DISTRIBUTING CO.**

By: [Signature]

John J. Mulkey  
Vice President/Treasurer

(Date Signed by Debtor)

19 88

RECORD FEE 11.00  
#245970 0777 R03 110:28  
12/13/88



INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
MD, VA, DC, PA - Inventory

11500

Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

535 357

275673

Anne Arundel

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
Kurt E. Edgren &  
Patricia L. Kicak  
405 Tennessee Avenue  
Alexandria, VA 22305

2. Secured Party(ies) and address(es)  
First Commercial Corp.  
200 Sheffield Street  
Mountianside, NJ 07092  
297022

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00  
#245960 0777 R03 T10:23  
12/13/89

4. This financing statement covers the following types (or items) of property.

Used 1972 fiberglass Marine Trader Trawler 34' L/O/A  
12'4" beam Doc# 554448  
engine is a 120HP diesel 1972 Ford Lehman engine  
# S860941

5. Assignee(s) of Secured Party and Address(es)

Midlantic National Bank  
2 BroadStreet  
Bloomfield, NJ 07003

Not subject to state tax  
Signed Conditional Sales Contract

Kept: Shadyside, MD

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with  
Clerk of Circuit Court -  
Anne Arundel County

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented

Kurt E. Edgren & Patricia L. Kicak

First Commercial Corporation

By: [Signature]  
Signature(s) of Debtor(s)

By: [Signature]  
Signature(s) of Secured Party(ies)  
Robert Fucci/Agent

(1) Filing Officer Copy - Alphabetical

12 STANDARD FORM - FORM UCC-1.

BOOK 535 358

275674

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and Address(es) Messimer, Steven L. Messimer, Sherre L. 4 Catalpa Rd. N.S. Annapolis, MD. 21402		2 Secured Party(ies) Name(s) and Address(es) Kentucky Homes, Inc. Box 3 RD 2 Selinsgrove, PA. 17870		3 <input type="checkbox"/> The Debtor is a transmitting utility	
5 This Financing Statement covers the following types (or items) of property 1987 Champion 14 x 70 Mauve Mobilhome Ser.#8567 New Mobilehome - Together with all appliances, equipment, accessories, parts and substitutions, more fully described in the Mobile Home Retail Sale Agreement between debtor & secured party. <input checked="" type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es) First Manufactured Housing P. O. Box 190 Credit Corp. Glen Burnie, Maryland 21061		4 For Filing Officer Date Time No Filing Office RECORD FEE 12.00 #245870 CTTT R03 T10:23 12/13/88	
8 Describe Real Estate Here <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		9 Name of a Record Owner Anne Arundel Co. NOT SUBJECT TO RECORDATION TAX		7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described lands are or are to be affixed to * (including oil and gas) is on * *(Describe Real Estate in Item 8)	
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)		No. & Street Town or City County Section Block Lot	

By: Steven L. Messimer Signature(s) of Debtor(s)  
Sherre L. Messimer Signature(s) of Debtor(s)

By: Sherrill L. Messimer Signature(s) of Secured Party(ies)  
Sherrill L. Messimer Signature(s) of Secured Party(ies)

(3/83) (1) FILING OFFICER COPY—NUMERICAL  
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

535 350

275675

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

17-5296  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 12-6-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Deborah L. McWilliams  
Address Severn MHP Lot 84 7959 Telegraph Rd. Severn, Md. 21144

2. SECURED PARTY

Name Country Squire Homes of WVa. Inc.  
Address Route 9 Box 1A Kearneysville, WV. 25430

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 used 1985 Imperial 60 x 14 serial IH85535  
Used Mobilehome- Together with all appliances equipment, accessories, parts and substitutions more fully described in the Mobile Home Retail Installment Sale Agreement between debtor and Secured party.

Name and address of Assignee  
First Manufactured Housing Credit Corp.  
P.O. Box 190  
Glen Burnie, Md. 21061

RECORD FEE 11.00  
#245880 C/F R03 T10:24  
12/13/88

Anne Arundel County

NOT SUBJECT TO RECORDATION TAX

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

*Deborah Louise McWilliams*  
(Signature of Debtor)

Deborah L. McWilliams  
Type or Print Above Name on Above Line

(Signature of Debtor)

First Manufactured Housing Credit Corporation

*Brenda Taylor*  
(Signature of Secured Party)

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265426

RECORDED IN LIBER 506 FOLIO 472 & 473 ON 1/3/87 (DATE)

1. DEBTOR

Name Capitol Sweeping & Repair Corporation

Address 809 Oregon Ave., Linthicum Heights, MD 21090

2. SECURED PARTY

Name ~~XXXXXX~~ Heller Financial, Inc.

Address 105 West Adams Street Chicago, IL 60603

Heller Financial, Inc. - 200 N. LaSalle St. - Chicago, IL 60601

Person And Address To Whom Statement Is To Be Returned If Different From Above. Denise LaRue

3. Maturity date of obligation (if any) 9

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>

RECORD FEE 10.00  
#245900 C77 R03 T10:19  
12/13/88



HELLER FINANCIAL, INC.

D.E. Bayston, VP  
(Signature of Secured Party)

D.E. Bayston, V.P.  
Type or Print Above Name on Above Line

Dated December 6, 1988

10

Anne Arundel County



STATE OF MARYLAND

BOOK 535 PAGE 361

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275676

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 9/23/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Carl J. Duncan Jr., D/B/A American Coffee Co
Address 259 Ullman Rd Pasadena MD 21122 Anne Arundel Cnty

2. SECURED PARTY

Name Newco Enterprises Inc
Address P.O. Box 852 St. Charles, MO 63302

RECORD FEE 12.00
POSTAGE .50
#246140 0717 P03 T10:36
12/13/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

TW

3. Maturity date of obligation (if any) 10/07/90

4. This financing statement covers the following types (or items) of property: (list)

Loan 9538F Newco Brewers
Serial No's 96350 thru 96366

Name and address of Assignee
Firestone Financial Corp
38 Glen Ave
Newton Centre MA 02159

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

12.50

Signature of Debtor

Carl J Duncan Jr
Type or Print Above Name on Above Line

Signature of Debtor

Carl J Duncan Jr
Type or Print Above Signature on Above Line

Signature of Secured Party

Newco Enterprises Inc
Mary Freeman Sec
Type or Print Above Signature on Above Line

FORM 535 362 STATE OF MARYLAND  
FINANCING STATEMENT FORM 225677

17-5299  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated Dec 6, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thomas A. Keane Jr. & Judith L. Keane

Address Parkway Village MHP 69 S. Paula St. Laurel, Md. 20707

2. SECURED PARTY

Name Country Squire Homes of W.Va., Inc.

Address Rt 9 Box 1A Kearneysville, W.VA. 25430

RECORD FEE 12.00  
#246150 CTTT R03 T10:36  
12/13/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 new 1988 Kemberly 56 x 24 serial 9717GA A&B

New mobilehome-together with all appliances, equipment, accessories, parts and substitutions, more fully described in the Mobile Home Retail Installment Sale Agreement between debtor & secured party.

This Transaction is not subject to Recordation Tax.

Anne Arundel County

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Thomas A. Keane Jr.  
(Signature of Debtor)

Thomas A. Keane Jr.

Type or Print Above Name on Above Line

Judith L. Keane  
(Signature of Debtor)

Judith L. Keane

Type or Print Above Signature on Above Line

Jean Puller  
(Signature of Secured Party)

First Manufactured Housing Credit Corp

by Jean Puller

Type or Print Above Signature on Above Line

17.50

17 25377  
17 5300  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated Dec. 6, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Richard & Wanda J. Rodriguez  
Address Crestwood MHP Lot 58 7733 Telegraph Rd. Severn, Md. 21144

2. SECURED PARTY

Name Country Squire of W.Va. Inc.  
Address Rt 9 Box 1A Kearneysville, W.Va. 25430

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 new 1987 Huntington 66 x 14 serial 4844GA  
New mobilehome-together with all appliances, equipment, accessories, parts and substitutions more fully described in the Mobile Home Retail Installment Sale Agreement between debtor & secured party.

Name and address of Assignee  
First Manufactured Housing Credit Corp.  
P.O. Box 190  
Glen Burnie, Md. 21061

RECORD FEE 12.00  
#246160 C777 R03 110-36  
12/13/88

This Transaction is not subject to Recordation Tax.

Anne Arundel County CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

*[Signature]*  
(Signature of Debtor)

Richard Rodriguez  
Type or Print Above Name on Above Line

*[Signature]*  
(Signature of Debtor)

Wanda J. Rodriguez  
Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

17.50

275678





County of Anne Arundel

STATE OF MARYLAND

BOOK 535 365

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275680

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee:

Name Nationwide Mutual Insurance Company
Address One Nationwide Plaza, Columbus, OH 43216

2. ~~XXXXXXXXXXXXXXX~~ Lessor:

Name Decimus Corporation
Address 353 Sacramento Street, 14th Floor, San Francisco, CA 94111

Attn: Millie Sabo
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Attached Exhibit for Sched. T2

Not Subject to Recordation Tax

RECORD FEE 17.00
POSTAGE .50
#246210 0777 R03 710:40
12/13/88

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

DANNY M. FULLERTON, V.P.
Nationwide Mutual Insurance Company
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

DOUG DRUMMOND
(Signature of ~~XXXXXXX~~ Lessor)

Decimus Corporation, DOUG DRUMMOND, V.P.
Type or Print Above Signature on Above Line SE OPERATIONS

17.50

Equipment Schedule T2

<u>QTY</u>	<u>TYPE</u>	<u>MODEL/FEATURE</u>	<u>IBM INV. NO.</u>
1	3174	01R	E112959

Equipment Location:

Nationwide Mutual Insurance Company  
2500 Riva Road SE  
Annapolis, MD 21401

This financing statement is filed solely for notice and precautionary purpose and the filing hereoff shall not be deemed evidence of any intention of the parties to create a security interest under the Uniform Commercial Code or to enter into other than a true lease transaction.

"Not Subject to Recordation Tax"

ACKNOWLEDGMENT  
COPY

535 367

275681

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es):  
Defense Systems Concepts, Inc.  
1340 Ashton Road Suite A  
Hanover, Maryland 21076

No. of Additional Sheets Presented:

3. Bank Note No.

2. Secured Party(ies) Name(s) And Address(es):  
**AMERICAN SECURITY BANK, N.A.**  
15th & PENNSYLVANIA AVE. N.W.  
WASHINGTON, D. C. 20013

4. For Filing Officer: Date, Time, File No., Filing Office:

RECORD FEE 11.00  
RECORD TAX 7.00  
#246220 0777 H03 T10:40  
12/13/89

7. This Financing Statement covers the following types or items of collateral:  
(Describe real estate, including record owner if item 6 is applicable)

Furniture, Fixtures, Equipment and Supplies Collateral. All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements, additions and accessions to any of the foregoing of every type, including cash and non-cash proceeds.

5. Assignee(s) of Secured Party, Address(es):

6.  The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

\$1,000.00 consideration @7/1000 = \$7.00

SUBJECT TO RECORDATION TAX

Proceeds -  Products of the collateral are also covered.

8. Signatures: [If debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate reason.]

By Blair J. Roth, Secretary By Carol Ann Kestner  
Defense Systems Concepts, Inc. ANADAC, INC. AMERICAN SECURITY BANK, N.A.

By Blair J. Roth, Secretary  
Debtor(s) [or Assignor(s)]

By Carol Ann Kestner  
Vice-President

Secured Party(ies) [or Assignee(s)]

ASB 8.43 (REV 9/84)  
p. 10/84

FINANCING STATEMENT

UCC-1

Anne Arundel County - Chattel Records

UNIFORM COMMERCIAL CODE  
STATEMENT OF  
TERMINATION-U.C.C.-3

This Statement of Termination is presented to a filing officer for filing pursuant to the Uniform Commercial Code. This Statement of Termination refers to Original Financing Statement, Identifying File No. 222109, recorded in Liber 396, Folio 311 on January 1, 1979, as amended by a Statement of Amendment, recorded in Liber 436, folio 37 on April 3, 1981.

1. Debtor: MANNCO, INC.  
Address: 8200 Stayton Drive  
Jessup, Maryland 20794  
and  
7700 H Port Capital Drive  
Jessup, Maryland 20794

2. Secured Party: EQUITABLE BANK, N.A.  
F/K/A THE EQUITABLE TRUST COMPANY  
100 South Charles Street  
Baltimore, Maryland 21202

3. Return To: BRIAN R. LEWIS, ESQUIRE  
Gebhardt & Smith  
Ninth Floor, The World Trade Center  
Baltimore, Maryland 21202

RECORD FEE 10.00  
POSTAGE .50  
#245190 0777 003 110:38  
12/13/88

4. Termination. The Original Financing Statement herein referred to is hereby terminated.

SECURED PARTY:

EQUITABLE BANK, N.A.  
(Formerly Known as "The Equitable Trust Company)



Date: September 1, 1988 By: Gayle A. Riecks (SEAL)

Name: Gayle A. Riecks  
Title: Vice President

By: Barbara A. Wykowski (SEAL)

Name: Barbara A. Wykowski  
Title: Corporate Banking Officer

1850

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

535 369

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 279453

RECORDED IN LIBER 519 FOLIO 452 ON 11-2-87 (DATE)

1. DEBTOR

Name Cintronix, Incorporated

Address 913 Commerce Road, Annapolis, MD 21401

2. SECURED PARTY

Name AT & T Information Systems Inc.

Address 225 Littleton Road, Morris Plains, NJ 07950

Data File Services, Inc. 1728 Olympic Blvd., Santa Monica, CA 90404  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

*"not subject to Recordation Tax"*

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>



RECORD FEE 10.00  
#246240 C/T R03 710:41  
12/13/88  
POSTAGE .50  
#246250 C/T R03 710:42  
12/13/88

Dated \_\_\_\_\_

*Kitty Turner*  
(Signature of Secured Party)

AT & T Information Systems Inc.  
Type or Print Above Name on Above Line

*1050*

STATE OF MARYLAND

Clerk of Circuit Court of Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275683

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Nationwide Mutual Insurance Company

Address One Nationwide Plaza, Columbus, Ohio 43215

2. SECURED PARTY

Name The Huntington Leasing Company

Address 41 South High Street, Columbus, Ohio 43287

Beverlee Roberts, Legal Assistant

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00 #246400 0777 R03 711:20 12/13/89

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof.

Name and address of Assignee

THIS FILING IS MADE FOR THE PURPOSE OF NOTICE ONLY: IT IS THE INTENTION OF THE PARTIES HERETO THAT THE LEASE FOR WHICH NOTICE IS HEREBY GIVEN IS A TRUE LEASE AND NOT A FINANCING LEASE OR A CONDITIONAL SALE.

CHECK  THE LINES WHICH APPLY

- 6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
 (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Duane M. Campbell, Asst. Treasurer (Signature of Debtor)

NATIONWIDE MUTUAL INSURANCE COMPANY Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ralph E. Griffith Assistant Vice President

(Signature of Secured Party)

THE HUNTINGTON LEASING COMPANY

Type or Print Above Signature on Above Line

11-80

BOOK 535 371

NATIONWIDE MUTUAL INSURANCE COMPANY

COPY

EXHIBIT "A"

Lease No. 88102 Schedule 09

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
5300	286296	WKST	STARTER SET	\$ 382.69
	286294	SORT	VERT ORGANIZER	124.00
	286287-			
	286288	SM03	SERVICE MODULE(149.04)	298.08
	286289-			
	286290	TA03	60 X 30 TABLE(261.90)	523.80
	286302	TAXI	CORNER TABLE	215.20

EQUIPMENT LOCATION:  
 800 GRAVES MILL ROAD  
 LYNCHBURG, VA  
 TAX DISTRICT 46 0016

5316	286291	FL03	2DR LATERAL	\$ 220.07
------	--------	------	-------------	-----------

EQUIPMENT LOCATION:  
 7703 TIMBERLAKE ROAD  
 LYNCHBURG, VA  
 TAX DISTRICT 46 0016

5399	286303	FV05	4DR FILE	263.52
------	--------	------	----------	--------

EQUIPMENT LOCATION:  
 2083 KEDGE DRIVE  
 VIENNA, VA  
 TAX DISTRICT 46 0029

5200	285226-			
	285229	CL05	SEC. CHAIR(164.15)	656.60
	285233-			
	285235	TA03	TABLE(285.56)	856.68
	285818-			
	285821	DP03	D.P. DESK(519.50)	2,078.00

EQUIPMENT LOCATION:  
 2500 RIVA ROAD SE  
 ANNAPOLIS, MARYLAND  
 TAX DISTRICT 20 0002

6221	285798	TA03	TABLE	312.10
------	--------	------	-------	--------

EQUIPMENT LOCATION:  
 9111 EDMONSTRON ROAD  
 GREENBELT, MARYLAND  
 TAX DISTRICT 20 0016

STATE OF MARYLAND

Clerk of Circuit Court of  
Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. **275684**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Nationwide Mutual Insurance Company

Address One Nationwide Plaza, Columbus, Ohio 43215

2. SECURED PARTY

Name The Huntington Leasing Company

Address 41 South High Street, Columbus, Ohio 43287

Beverlee Roberts, Legal Assistant

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

See Exhibit "A" attached hereto and made a part hereof.

THIS FILING IS MADE FOR THE PURPOSE OF NOTICE ONLY:  
IT IS THE INTENTION OF THE PARTIES HERETO THAT THE  
LEASE FOR WHICH NOTICE IS HEREBY GIVEN IS A TRUE  
LEASE AND NOT A FINANCING LEASE OR A CONDITIONAL SALE.

RECORD FEE 11.00  
#246410 0777 R03 T11:20  
12/13/89

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Duane M. Campbell, Asst. Treasurer  
(Signature of Debtor)

NATIONWIDE MUTUAL INSURANCE COMPANY  
Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Ralph E. Griffith  
Assistant Vice President

[Signature] A.V.P.  
(Signature of Secured Party)

THE HUNTINGTON LEASING COMPANY

Type or Print Above Signature on Above Line

11

NATIONWIDE MUTUAL INSURANCE COMPANY

535 373

EXHIBIT "A"

Lease No. 88112 Schedule No. 11

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
5202	285239	RETN	TYPING RETURN	\$ 181.57

EQUIPMENT LOCATION:  
6910 YORK ROAD  
BALTIMORE (BALTIMORE) MARYLAND  
TAX DISTRICT 20

5246	285238	BK03	BOOKCASE	230.55
	285240	TA03	TABLE	223.46
	285840	CH05	STENO CHAIR	229.35

EQUIPMENT LOCATION:  
3300 N RIDGE ROAD  
ELLCOTT CITY (HOWARD) MARYLAND  
TAX DISTRICT 20 0013

5200	285216	FV05	FILE CABINET	157.70
	285834	FV05	5DR FILE	294.85
	285835	FV05	5DR FILE	294.85
	285241	DT13	STENO DESK	629.10
	285242	CH05	STENO CHAIR	164.15
	285837-			
	285839	CH07	SIDE CHAIR(167.40)	502.20
	285230	FV05	2DR FILE	157.70
	285231	FV05	2DR FILE	157.70

EQUIPMENT LOCATION:  
2500 RIVA ROAD SE  
ANNAPOLIS, (ANNE ARUNDEL) MARYLAND  
TAX DISTRICT 20 0002

7909	287976	DP03	D.P. DESK	567.60
	287977	BK03	BOOKCASE	180.55
	287978	BK03	BOOKCASE	180.55
	287979	CB03	SUPPLY CABINET	360.50

EQUIPMENT LOCATION:  
12312 OLIVE BLVD SUITE 150  
ST LOUIS, (ST LOUIS) MISSOURI  
TAX DISTRICT 25 0095

535 374

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 484 Page No. 193  
Identification No. 256246 Dated April 19, 1985

1. Debtor(s) { Larry B. Johnson and Carolyn Johnson  
Name or Names—Print or Type  
8911 Michel Lane, Glen Burnie, MD 21061  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 13.00  
POSTAGE .50  
#246420 CYY7 R03 111:22  
12/13/88

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>



Dated: AUG. 02 1988 Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

1350

1160

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 471

Page No. 420

Identification No. 251253

Dated March 15, 1984

1. Debtor(s) { Vernon C. Bachmann II and Margaret E. Bachman  
Name or Names—Print or Type  
{ 7844 Mayford Ave, Pasadena, MD 21122 ( A.A.Co.)  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
{ 6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement: \_\_\_\_\_

RECORD FEE 13.00  
POSTAGE .50  
#246430 0777 ROB 711#22  
12/13/88

<p><b>A. Continuation</b> ..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> ..... <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;"><b>Termination</b></p>



Dated: NOV. 04 1988

Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

1350

1350

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 476 Page No. 318  
Identification No. 253269 Dated 8/10/84

1. Debtor(s) { Bruce M. and Marion I. Williams  
Name or Names—Print or Type  
140 Linda Lane, Millersville, MD 21108 (A.A.Co.)  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p><b>A. Continuation</b> ..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> ..... <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;"><b>Termination</b></p>

RECORD FEE 13.00  
POSTAGE .50  
#246440 0777 R03 111123  
12/13/88



Dated: NOV. 04 1988

Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

13.00

1988

BOOK 535 - 377

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 484 Page No. 190  
Identification No. 256243 Dated 4/19/85

1. Debtor(s) { Dorothy P. Furrow  
Name or Names—Print or Type  
3 Dinsmore Avenue, Glen Burnie, MD 21061 (A.A.Co.)  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 12.00  
POSTAGE .50  
#246450 CT77 R03 111:23  
12/13/88

<p>A. Continuation ..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release ..... <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: ..... <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  <b>Termination</b></p>



Dated: NOV. 04 1989

Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

1750

130

535 378

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 493 Page No. 02  
Identification No. 259781 Dated 12/24/85

1. Debtor(s) { James A. Hoage  
Name or Names—Print or Type  
592 Center Drive, Severna Park, MD 21146(A.A.Co.)  
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 12.00  
POSTAGE .50  
#245460 0777 003 111:23  
12/13/88

<p>A. Continuation .....<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release .....<input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment .....<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: .....<input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

BL CLERK

Dated: \_\_\_\_\_ Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

13-50

11/20/85

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 497

Page No. 77

Identification No. 261372

Dated 4/21/86

1. Debtor(s) { James A. Hoage  
Name or Names—Print or Type  
592 Center Dr., Severna Park, MD 21146 (A.E. Co.)  
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party

{ Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 12.00  
POSTAGE .50  
#245470 0777 R03 111:24  
12/13/88



Dated: \_\_\_\_\_

Sears, Roebuck and Company  
Name of Secured Party

Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

12-2

A.M. Co  
1250

1150  
750.00 Recordation Tax

275694

BOOK 535 PAGE 380

### FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 150,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, Circuit Court of Baltimore County.

5. Debtor(s) Name(s) Francis Lumber Co., Inc. Address(es) 1200 Chesapeake Avenue  
Baltimore, Maryland 21226

6. Secured Party Equitable Bank, National Association Address Millersville, Maryland 21108  
 Attention: Kim Hill 100 South Charles Street  
 Loan Documentation Assist. Baltimore, Maryland 21201

RECORD FEE 11.00  
 RECORD TAX 1050.00  
 POSTAGE .50  
 #52450 0040 R04 T12-05  
 12/15/88

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

**A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

**B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

**C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

**D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

**E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

**F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

**G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

**Debtors**

Francis Lumber Co., Inc. (Seal) \_\_\_\_\_ (Seal)

By: Richard E. Francis (Seal) \_\_\_\_\_ (Seal)  
 Richard E. Francis, President

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

EQUITABLE BANK, N.A.  
 COMMERCIAL NOTE DEPT.  
 8th FLOOR  
 BALTIMORE, MARYLAND 21201

11.00  
 1050.00  
 50  
 1061.50

J.F.  
 CLERK



**FINANCING STATEMENT**

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Name of Debtor(s) (or Assignor) and address:

Maryland Window and Construction Co., Inc.  
8087 Forest Glen Dr.  
Pasadena, Maryland 21122

2. Name of Secured Party (or Assignee) and address:

Second National Federal Savings Bank  
Route 50 & Phillip Morris Drive  
Post Office Box 2558  
Salisbury, Maryland 21801

RECORD FEE 11.00  
POSTAGE .50  
#251080 C040 R04 T15:07  
12/13/88

3. This Financing Statement covers the following types (or items) of property:

Accounts Receivable & Inventory



4. Check the statements which apply, if any, and supply the information indicated:

- The underlying secured transaction is not subject to recordation tax
- The underlying secured transaction is subject to recordation tax on the principal amount of \$ \_\_\_\_\_
- (If collateral is crops — describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)

The above-described crops are growing or to be grown on:

- (If collateral is goods which are or are to become fixtures — describe real estate; include name of record owner, house number and street or block reference which applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)

The above-described goods are affixed or to be affixed to:

- (If proceeds of collateral are covered). Proceeds of the collateral are also covered.
- (If products of collateral are covered). Products of the collateral are also covered.

Debtor(s)

Secured Party:

Maryland Window and Construction Co., Inc.

BY: Second National Federal Savings Bank

BY: *Rick A. Wingate*  
Rick A. Wingate, President

*Marion J. Minker, Jr.*  
(AUTHORIZED SIGNATURE)  
Marion J. Minker, Jr. Executive Vice President  
(TYPE NAME AND TITLE)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11.00  
11.50  
DATED: December 5, 19 88.

535 382

275695

NOT SUBJECT TO RECORDATION TAX

<b>This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.</b>		No. of Additional Sheets Presented: 2	3. Bank Note No.
1. Debtor(s) (Last Name First) and Address(es): Waugh Chapel Pizza, Inc. T/A Pizza In Motion 2207 Defense Hwy. Crofton, MD 21114	2. Secured Party(ies) Name(s) And Address(es):  <b>CAPITAL BANK N.A.</b> 815 Connecticut Avenue, N.W. Washington, D.C. 20006		4. For Filing Officer: Date, Time, File No., Filing Office:  RECORD FEE 14.00 POSTAGE .50 #248810 CT77 R03 T15433 12/13/88
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)			5. Assignee(s) of Secured Party, Address(es):
<input checked="" type="checkbox"/> Proceeds - <input type="checkbox"/> Products of the collateral are also covered			6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7.
<input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.			

8. Signatures. (If debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate reason.)

Waugh Chapel Pizza Inc. T/A Pizza In Motion

By John Oliverio  
John Oliverio, President

By Paula E. Meyerson  
Paula E. Meyerson  
Assistant Vice President

Capital Bank N.A.

FINANCING STATEMENT

FORM #8 43

*Handwritten initials*

## Schedule A Equipment List

One Telephone order Table	Custom	
One Dough Table	Stanley Knight	6309
One Pizza Prep Table	Stanley Knight	PPT-8
One Pizza Cutting Table	Advance Corp.	1431
One Pizza Warming Table	Advance	22-4
One Soda Box	True	GMD47
Two Wall Shelves	Metro	W-46
One Hand Sink	Metal Masters	HSF-6A
One Prep Table	Metal Masters	T-4830
One Three Compartment Sink	Metal Masters	1854-3-18 R&L
One Conveyor Hood	Cutsom	
One Heat Oven/Middlebury Marshall	Pacesetter	360 Double
One Mop Sink	Metal Masters	1818-1
One Walk-In Cooler	Bally	
Two Shelving Units	Metro	548
Six Dunnage Racks	Winholt	4824
One Desk	-----	-----
One Can Rack Dispenser	Winholt	3072

SCHEDULE "A"



TO:

Financing Statement

BOOK

535

384



TO:

Business Loan/Security Agreement

BY AND BETWEEN WAUGH CHAPEL PIZZA INC., T/A PIZZA IN MOTION

("Debtor") and CAPITAL BANK N.A. ("Secured Party") dated December 2, 19 88.

Receivables and Inventory Collateral. All of the Debtor's present and future: (1) accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guarantees, securities, rights, remedies and privileges pertaining to any of the foregoing (collectively "Receivables") and (2) inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business; and all increases, substitutions, replacements and additions to any of the foregoing, and all proceeds of the foregoing, of every type, including cash and non-cash proceeds and returned and/or repossessed inventory.

Furniture, Fixtures, Equipment, Supplies and Inventory Collateral. All of the Debtor's present and future furniture, fixtures, equipment, supplies and inventory of every type and nature now or hereafter used or held for sale or lease in the Debtor's business, and all increases, substitutions, replacements and additions to any of the foregoing, of every type, including cash and non-cash proceeds and returned and/or repossessed inventory.

  
Initials

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267560

RECORDED IN LIBER 512 FOLIO 134 ON May 12, 1987 (DATE)

1. DEBTOR

Name Jovls, Incorporated/ T/A Pizza In Motion

Address 1426 Jerrold Place, Crofton, Maryland

2. SECURED PARTY

Name Jefferson Bank and Trust Company

Address 7505 Greenway Center Drive, Greenbelt, MD 20770

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00  
POSTAGE .50  
#246820 0717 R03 715:34  
12/13/88

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p>



Dated December 8, 1988

By: Jefferson Bank and Trust Company  
Michael Morse  
(Signature of Secured Party)

Michael G. Morse  
Type or Print Above Name on Above Line

1050

535 386

Book 504 Page 371

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)  MEHSLING, MICHAEL AND JEAN 209 JUNIPER DRIVE GLEN BURNIE, MD 21061	2 Secured Party(ies) and address(es)  U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Virginia 22306	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property:  4 replacement windows  CONDITIONAL SALES CONTRACT TRX ACCOUNT		5. Assignee(s) of Secured Party and Address(es)  Barclays American/Fin. 424 Maple Avenue East Vienna, Virginia 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: ANNE ARUNDEL COUNTY

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date August 25 19 88

By: Barclay American Financial  
 (Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

(3) Filing Officer Copy-Acknowledgement

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

RECORD FEE 10.00  
 POSTAGE .50  
 #245920 0777 R03 T15840  
 12/13/88

15.50

BOOK 535 PAGE 387

Leber 488 Page 211

1. FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		3. Maturity date (if any)
Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Dale & Barbara Spifflett 121 Bliss Lane Glen Burnie, Md 21061	U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Va 22306	

This financing statement covers the following types (or items) of property:

7 Energy Lock III Replacement Windows

CONDITIONAL SALES CONTRACT

5. Assignee(s) of Secured Party and Address(es)  
 Barclays American/Financial  
 424 Maple Avenue, East  
 Vienna, Va 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: ANNE ARUNDEL County

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date October 25 19 88

By: Barclays American/Financial  
 (Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

(3) Filing Officer Copy-Acknowledgement

1050

RECORD FEE 0.00

POSTAGE Commercial Code .50

12/13/88 11:42

Book 510 Page 107

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code [3 Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Pawloski, B. Richard + Mary 1510 Patuxent Manor Rd Davidsonville, Md. 21035	2. Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Virginia 22306	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #02117 0777 REG 109:28 APR 1 87
4. This financing statement covers the following types (or items) of property: 8 Double Hung style Energy Suck III Thermal replacement windows. Includes capping, surpluss & screens. CONDITIONAL SALES CONTRACT TAX EXEMPT		5. Assignee(s) of Secured Party and Address(es) Barclays American/Fin. 424 Maple Avenue East Vienna, Virginia 22180
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented.		
Filed with: ANNE ARUNDEL COUNTY		

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date August 25 19 88

By: Barclay American/Financial  
 (Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

(3) Filing Officer Copy-Acknowledgement

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

15.50

Book 496 Page 528

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es) <b>Ogilvie, Tom &amp; Frances</b> <b>2318 Silver Way</b> <b>Cambrills, Md 21054</b>	2. Secured Party(ies) and address(es) <b>U.S. ENERGY CONSERVATION CORP.</b> <b>6911 RICHMOND HIGHWAY, #490</b> <b>ALEXANDRIA, VIRGINIA 22306</b>	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types for (item)s of property: <i>9 Double Hung Energy Lock III windows</i> <b>CONDITIONAL SALE'S CONTRACT</b> <b>TAX EXEMPT</b>		5. Assignee(s) of Secured Party and Address(es) <b>Barclays American/Fin.</b> <b>424 Maple Avenue, East</b> <b>Vienna, Virginia 22180</b>

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented: 12/13/88

Filed with: **ANN ARUNDEL COUNTY**

RECORD FEE 10.00  
 POSTAGE .50  
 #246970 0777 R03 115443  
 12/13/88

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date August 25 1988

By: Barclay American Fin.  
[Signature]  
 (Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

(3) Filing Officer Copy-Acknowledgement

1520

Book 508 Page 20

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

Ellecamp, Ronald & Iris  
1705 Walleye Drive  
Crofton, Maryland 21114

2 Secured Party(ies) and address(es)

U.S. Energy Conservation Corp.  
6911 Richmond Highway  
Alexandria, Virginia 22306

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00  
POSTAGE .50  
#31515 0040 ROL 113:33  
FEB 9 87

4. This financing statement covers the following types (or items) of property:

11 replacement windows

CONDITIONAL SELLERS CONTRACT  
TRV EXEMPT

5. Assignee(s) of Secured Party and Address(es)

Barclays American/Fin.  
424 Maple Avenue East  
Vienna, Virginia 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

RECORD FEE 10.00  
POSTAGE .50

#248990 0777 ROL 115:44  
12/13/88

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: CLERK OF THE COURT ANNE ARUNDEL COUNTY

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date August 25 19 88

Barclay American Financial  
By: [Signature]  
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

(3) Filing Officer Copy-Acknowledgement

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

1050

Leber 488 Page 204

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) <i>STRUCK, WILLIAM &amp; DORNA 815 Harmony Ave. Arnold, Md. 21012</i>	2. Secured Party(ies) and address(es) <b>U.S. Energy Conservation Corp.</b> 6911 Richmond Highway Alexandria, Va 22306	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property:  <i>5/1 year lease III 10,000 sq ft building</i>  <b>CONDITIONAL SALES CONTRACT</b>		5. Assignee(s) of Secured Party and <b>Barclay's American/Financial</b> 424 Maple Avenue, East Vienna, Va 22180  RECORD FEE 10.00 POSTAGE .50 #247010 0777 R03 T15:45 12/13/88
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Filed with: <i>ANNE ARUNDEL County</i>		

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date August 25 19 88

By Barclay American Fin.  
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

(3) Filing Officer Copy-Acknowledgement

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

185

Book 504 Page 369

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any).

1. Debtor(s) (Last Name First) and address(es) <i>Diane <del>Stone</del> Carter 2009 Presta RD Glen Burnie Md 21061</i>	2. Secured Party(ies) and address(es) U.S. ENERGY CONSERVATION 6911 RICHMOND HIGHWAY ALEXANDRIA, VA 22306	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property:  <i>Replacement windows</i>  CONDITIONAL SALES CONTRACT		5. Assignee(s) of Secured Party and Address(es)  BARCLAYS AMERICAN/FIN. 424 MAPLE AVENUE, EAST VIENNA, VA 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:  
 Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: *12/13/88*

Filed with: *ANNE Arundel County*

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date *November 21* 19 *88*

By: *Barclay American/Financial*  
*[Signature]*  
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

(3) Filing Officer Copy-Acknowledgement

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

*15.50*

FORM 535 393

MARYLAND FINANCING STATEMENT

275696

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Drs. Pakula & Davick, P.A.  
57 W. Timonium Road Suite 201 Timonium, MD 21093  
(Name or Names) (Address) HSA 3099

LESSEE \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Heritage Savings Association  
Of LESSOR 1505 York Road (Name or Names) Lutherville, Maryland 21093  
(Address)

4. This financing Statement covers the following types (or items) of property:

One- Kodak DT Chemistry Analyzer S/N 009208 with a DTSR Module S/N 4001 &

RECORD FEE 12.00  
POSTAGE .50  
#247030 0777 003 115:47  
12/13/88

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE Drs. Pakula & Davick, P.A. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: Alan M. Davick (Title) Vice Pres. By: Brian G. Connelly (Title) Manager  
(Type or print name of person signing) (Type or print name of person signing)  
By: Lawrence C. Pakula (Title) Vice Pres. Return to:  
(Type or print name of person signing) CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

2.00  
1.50  
17.50

MARYLAND FINANCING STATEMENT

FORM 535 394

275697

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Associated Data Services, Inc.  
 (Name or Names)  
9003-L Yellow Brick Road Baltimore, MD 21237  
 (Address)  
 LESSEE CFSL 3100  
 (Name or Names)  
 (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings and Loan Association  
 of LESSOR (Name or Names)  
2001 E. Joppa Road Baltimore, Maryland 21234  
 (Address)

4. This financing Statement covers the following types (or items) of property:

One- Ricoh 20E Facsimile Machine

RECORD FEE 11.00  
 POSTAGE .50  
 #247040 0777 R03 115:48  
 12/13/88

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
 Products of Collateral are also covered Yes ( ) No (xx)

<p>LESSEE</p> <p><u>Associated Data Services, Inc.</u></p> <p>By: <u>Carl Bollinger</u> Pres.        Carl Bollinger (Title)</p> <p>(Type or print name of person signing)</p> <p>By: _____        (Title)</p> <p>(Type or print name of person signing)</p>	<p>LESSOR</p> <p><u>CHESAPEAKE INDUSTRIAL LEASING CO., INC.</u></p> <p>By: <u>Brian G. Connelly</u> Manager        Brian G. Connelly (Title)</p> <p>(Type or print name of person signing)</p> <p>Return to:</p>
---	--

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
 8767 SATYR HILL ROAD  
 BALTIMORE, MD 21234

11.00  
 .50  
 11.50

BOOK 535 PAGE 395

275698

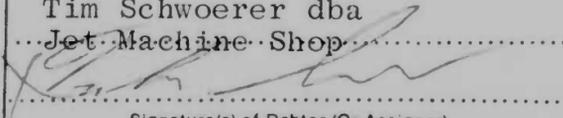
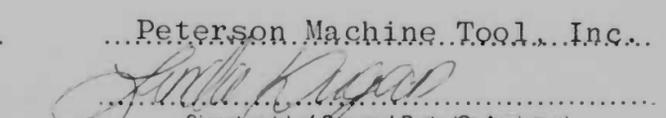
4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Tim Schwoerer dba Jet Machine Shop 2319 Mountain Road Pasadena, MD 21122	2. Secured Party(ies) and address(es) Peterson Machine Tool, Inc. 5425 Antioch Drive Shawnee Mission, KS 6602x 66202	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #250980 0040 R04 T14741 12/13/88

7. This financing statement covers the following types (or items) of property:

SPY360/1300GM Surface & Milling Machine S/N 1110

12.00  
.50

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	Tim Schwoerer dba <del>Jet Machine Shop</del>  Signature(s) of Debtor (Or Assignor)	Peterson Machine Tool, Inc.  Signature(s) of Secured Party (Or Assignee)
--	---	--

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated April 6, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SNOW ENTERPRISES, INC.  
Address 1610 Whitehall Road, Annapolis, MD 21401

2. SECURED PARTY

Name CHARLES R. ULMER  
Address 175 City Island Avenue, Bronx, NY 10464

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) November 6, 1998

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 33.00  
POSTAGE .50  
#250990 0040 R04 T14:51  
12/13/88

- 1. See schedule attached
- 2. Present and future inventory
- 3. Leasehold interest of debtor



CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Christopher Snow*  
(Signature of Debtor)

SNOW ENTERPRISES, INC.  
Type or Print Above Name on Above Line

by Christopher Snow, President  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*Charles R. Ulmer*  
(Signature of Secured Party)

CHARLES R. ULMER

Type or Print Above Signature on Above Line

33.00  
- .50  
-----  
33.50



**ULMER KOLIUS SAILS**  
1610 WHITEHALL ROAD, ANNAPOLIS, MD., 21401, 301-757-7575

535 397

2/26/86

EQUIPMENT INVENTORY

OFFICES-

- 6 Desks
- 4 Swiveling secretary chairs
- 3 Swiveling armchairs
- 4 Regular chairs
- 1 Four drawer file cabinet
- 2 Typewriter stands
- 2 Three drawer upright file cabinets
- 1 Wooden two drawer file cabinet
- 2 Drafting tables
- 1 Blue print cabinet
- 1 Small two drawer file
- 4 Ledger card Racks:
- 1 Olivetti P-652 computer
- 1 Olivetti Editor 4-ST typewriter w/stand
- 1 Olivetti Editor 4c Typewriter
- 1 IBM Selectric II typewriter
- 2 Toshiba adding machines
- 1 Postage scale
- 2 Staplex DS electric staplers
- 1 Kodak Ektagraphic slide projector
- 1 Viewex super 8 viewer
- 2 SORC slide shows
- 1 Electrolux vaccum

ALL PRICES NET AT PLANT - TERMS: 50% ON DEPOSIT, BALANCE ON COMPLETION



**ULMER KOLIUS SAILS**  
1610 WHITEHALL ROAD, ANNAPOLIS, MD., 21401, 301-757-7575

FORM 535 REV 398

2/26/86

EQUIPMENT INVENTORY

OFFICES-

- 1 Apple II Plus computer w/2 disk drives
- 2 IDS printers
- 1 Computer/printer stand
- 1 Combination Cabinet - two drawer file cabinet
- 1 Demonstration model sailboat complete with sail

ALL PRICES NET AT PLANT — TERMS: 50% ON DEPOSIT. BALANCE ON COMPICTION



**ULMER KOLIUS SAILS**  
1610 WHITEHALL ROAD, ANNAPOLIS, MD., 21401, 301-757-7575

BOOK 535 399

SHOP & LOFT-

- 1 Wall clock
- 3 Fire extinguishers
- 1 12" Atlas precision drillpress
- 1 Portable swager - dies from 1/16" thru 3/8"
- 1 Kearny heavy duty swager - dies from 1/16" to 3/8"
- 1 5" Craftsman bench vise
- 1 3½" Columbia bench vise
- 1 Craftsman circular saw
- 1 Craftsman skil saw
- Nicropress tools 1/16" thru 1/4"
- 1 Scissor sharpener
- 1 ½ H.P. bench grinder
- Assorted handtools
- 1" pipe binder
- 7/8" pipe bender
- 1" dodger bow bender
- 1 Packing tape dispenser

ALL PRICES NET AT PLANT — TERMS: 50% ON DEPOSIT BALANCE ON COMPLETION



**ULMER KOLIUS SAILS**

1610 WHITEHALL ROAD, ANNAPOLIS, MD., 21401, 301-757-7575

535 400

LOFT-

- 4 Mallets
- 4 Wire or rope racks
- 2 Felco C-15 wire cutters
- 6 Tape folders 1-1/2" thru 5"
- 1 4" rope folder
- 1 Spinnaker cloth rack
- 1 3/8" B&D drill
- 4 Hot knives
- 1 Jib hank press
- Spinnaker head, clew & horizontal patterns
- Various one-design patterns
- 1 Felco c-7 wire cutter
- 9 Chairs
- 1 Worthington Air conditioner
- 1 8' aluminum ladder
- 1 10' aluminum ladder
- 4 Sailmakers benches
- 1 Podium
- 34 Sail lockers
- 1 30' cutting table
- 1 43' seaming table

ALL PRICES NET AT PLANT. TERMS: 50% ON DEPOSIT, BALANCE ON COMPLETION.



**ULMER KOLIUS SAILS**  
1610 WHITEHALL ROAD, ANNAPOLIS, MD., 21401, 301-757-7575

FORM 535 401

LOFT-

- 1 Two drawer file cabinet
- 1 Five drawer file cabinet
- 15 Tables w/motors
- Grommet dies and cutters #0 thru #8
- Hole cutters 1/2" thru 1-1/2"

MACHINES

- Singer double-needle z.z. 167-G101
  - Singer double-needle z.z. 167-W101
  - Chandler long-arm z.z. 287-WH
  - Adler long-arm z.z. 98-2-8
  - Pfaff z.z. 238-GBS
  - Singer z.z. 107-WSV55
  - 2 Consew straight-stitch #225
  - 3 Pfaff z.z. 238-6x4/5
  - Adler z.z. 166-1
  - Singer straight-stitch 111W-55
  - Consew z.z. #99
  - 2 Singer z.z. 107-W1
  - Singer z.z. multi-stitch 107-W1
  - Singer z.z. 143-W2
  - Singer 107-W15
  - Adler 167-263
- Plus two heads used for spare parts- Singer 107-W15  
143-W2

ALL DOLLARS NET AT DATE TERMS FOR ALL ORDERS



**ULMER KOLIUS SAILS**  
1610 WHITEHALL ROAD, ANNAPOLIS, MD., 21401, 301-757-7575

BOOK 535 - 402

EMPLOYEE LOUNGE-

- 1 Microwave oven
- 1 Coffemaker
- 1 Small refrigerator (Avanti)
- 1 Timeclock
- 1 Time card rack
- 6 Chairs
- 1 Picnic Table

ALL PRICES NET AT PLANT — TERMS: 50% ON DEPOSIT, BALANCE ON COMPLETION.



**ULMER KOLIUS SAILS**  
1610 WHITEHALL ROAD, ANNAPOLIS, MD., 21401, 301-757-7575

535 403

OUTSIDE-

- 4 Mercury Vapor Lamps
- 1 35' spar trailer
- 1 Tool shed
- 1 Boat Show booth
- 7 Saw horses
- 1 64' test mast
- 2 20' x 4' signs
- 1 12' x 2' sign
- 1 3' x 3' sign
- 1 Mailbox
- Shrubbery in front of building
- 1 Scrub bin
- 86' Honda Wagon ser# JHMAN552-XGC00-4321
- 73' Ford Van ser# E31-GHR-87128

535 404

**Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code**

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 269050 recorded in Liber 516, Folio 15 on August 13, 1987 (date).

1. DEBTOR(S):

Name(s): Airkem Professional Products of Maryland, Inc.  
Address(es): 611 F. Hammonds Ferry Road  
Linthicum, Maryland 21090

2. SECURED PARTY:

Name: Equitable Bank, National Association  
Address: 100 S. Charles St.  
Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00  
POSTAGE .50  
#251120 0040 R04 T15:36  
12/13/88



9. DEBTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY:

**EQUITABLE BANK, National Association**  
By Barbara A. Wykowski  
Barbara A. Wykowski  
Corporate Banking Officer  
(Type Name and Title)

EQUITABLE BANK, N.A.  
COMMERCIAL NOTE DEPT.  
6th FLOOR  
BALTIMORE, MARYLAND 21201

1050

BOOKS 535 405

275700

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Debra L. Payne

7959 Telegraph Road #40  
Severn, Maryland 21144

AA CO.

SECURED PARTY (Dealer)

Chesapeake Mobile Homes of Laurel, Inc.  
P.O. Box 288  
Millersville, Maryland 21108

RECORD FEE 11.00  
POSTAGE .50  
#251430 0040 R04 TOP426  
12/14/88

ASSIGNEE (Bank)

THE BANK OF BALTIMORE  
(Assignee)

Address: P.O. Box 896  
Baltimore, Maryland 21203



1. This financing statement covers the following types (or items) of property (the collateral).  
USED 1982, Liberty Homes Corp., "Oakbrook", 70 X 14 mobile home  
Serial #08-L-50950
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to Assignee named above at the address stated.

DEBTOR:

SECURED PARTY:

✓ Debra L. Payne  
Debra L. Payne  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: Barry Mock

Note: The Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc. which has been assigned to The Bank of Baltimore.

11.00  
.50  
-----  
11.50



275702

535 407

1902 5280

FINANCING STATEMENT

FORM UCC-2

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of Debtor Mr. Harold W. Slough  
Address 726 Sunnyfield Lane - Baltimore, Maryland 21225

2. Name of Secured Party BALDWIN PIANO & ORGAN CO.  
Address 422 WARDS CORNER ROAD  
LOVELAND, OH 45140

3. Assignee of Secured Party \_\_\_\_\_  
Address \_\_\_\_\_

Person And Address To Whom Statement Is To Be Returned If Different From Above.

4. Maturity date of obligation (if any) \_\_\_\_\_

5. This financing statement covers the following types (or items) of property: (list)

Grand  
Baldwin Howard Piano Model No. C-171 Pol Eby. Serial No. #43134  
(Brand Name)  
and bench.

RECORD FEE 11.00  
POSTAGE .50  
#251480 C040 R04 709135  
12/14/88

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Harold W. Slough  
(Signature of Debtor)

Harold W. Slough  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Baldwin Piano & Organ Company

D. L. Girkin  
(Signature of Secured Party)

D. L. GIRKIN Authorized Signature

\_\_\_\_\_  
Type or Print Above Name on Above Line

REC'D FOR RECORD  
RECORDED IN THE FINANCING RECORDS OF  
BALTIMORE CITY, LIBER S.E.B.  
PAGE SAUNDRA E. BANKS, CLERK  
INSTRUMENT MAILED TO SECURED PARTY

*Ann Arundel City*  
11.50



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 535 408 275703  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 6186.40

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DOVELL & WILLIAMS INC.

Address 7110-20 CRAIN HIGHWAY NW GLEN BURNIE, MD 21061

2. SECURED PARTY

Name REYNA FINANCIAL CORPORATION

Address 115 SOUTH LUDLOW STREET DAYTON, OH 45402

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ONE IBM PS/2-50, ONE R+R 2400 MODEM, ONE I O PRINTER, ONE COLOR MONITOR, 1 MB MEMORY, 20MB FIXED DISK, SINGLE 1.44MB 3.5" DISKETTE DRIVE, DETACHABLE KEYBOARD, TILT/SWIVEL STAND, PC DOS 3.30, AND SURGE PROTECTOR. PARTS ORDERING SOFTWARE LICENSE, FREIGHT, INSTALLATION, (1) HANDSET. THIS FINANCING STATEMENT IS AUTHORIZED BY AND EXECUTED ON BEHALF OF THE DEBTOR BY REYNA FINANCIAL CORPORATION AS ATTORNEY IN FACT PURSUANT TO A WRITTEN AGREEMENT. THIS FILING IS FOR NOTICE PURPOSES ONLY. THE TRANSACTION OUT OF WHICH THIS FILING ARISES IS A TRUE LEASE BETWEEN SECURED PARTY/LESSOR AND DEBTOR/LESSEE. PRINCIPLE INDEBTEDNESS IS \$6186.40.

Name and address of Assignee

RECORD FEE 12.00  
RECORD TAX 45.50  
POSTAGE .50  
#251550 0040 R04 T09:43  
12/14/88



CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Linda L. Holland Lease Assistant*

(Signature of Debtor)  
LINDA L. HOLLAND, LEASE ASSISTANT  
DOVELL & WILLIAMS INC. BY REYNA FINANCIAL CORP.,

Type or Print Above Name on Above Line  
ATTORNEY IN FACT

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Linda L. Holland Lease Assistant*

(Signature of Secured Party)  
LINDA L. HOLLAND, LEASE ASSISTANT  
REYNA FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

12-  
45.50  
50

275704

535 409

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): Thomasville Galleries of Chesapeake 1450 Ritchie Road Arnold, Maryland 21012	(2) Secured Party(ies) (Name(s) And Address(es): Thomasville Furniture Industries, Inc. Post Office Box 339 Thomasville, North Carolina 27360	RECORD FEE 11.00 POSTAGE .50 #251560 0040 R04 T09:44 12/14/88  J.P. CLY
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

See Attached Exhibit "A"

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)  
Thomasville Galleries of Chesapeake  
(By) *[Signature]*  
Standard Form Approved by N.C. Sec. of State and other states shown above.  
11.50 (1) Filing Officer Copy - Numerical

Secured Party(ies) [or Assignees]  
Thomasville Furniture Industries, Inc.  
(By) *[Signature]*  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)  
UCC-1

## EXHIBIT "A"

Attached to and forming a part of UCC Financing Statement listing Thomasville Galleries of Chesapeake as Debtor and Thomasville Furniture Industries, Inc. as Secured Party.

The Collateral shall include (i) all of Debtor's Inventory (as hereinafter defined) now owned or hereafter acquired and wherever located; (ii) all of Debtor's Floor Samples (as hereinafter defined) now owned or hereafter acquired and wherever located; (iii) all of Debtor's General Intangibles (as hereinafter defined); (iv) all insurance on all of the foregoing and the proceeds of that insurance; and (v) all cash and noncash proceeds and products of all of the foregoing and the proceeds and products of other proceeds and products.

As used herein, the term "Inventory" means any inventory as that term is defined in the Uniform Commercial Code as in effect in the State of Maryland and shall include tangible personal property held for sale or lease or to be furnished under contracts of service, tangible personal property which the Debtor has so leased or furnished, and raw materials, work in process and materials used, produced or consumed in the Debtor's business, and shall include tangible personal property returned to the Debtor by a purchaser or lessor thereof following the sale or lease thereof by the Debtor. All equipment, accessories and parts related to, attached to or added to items of Inventory or used in connection therewith and all accessions thereto shall be deemed to be part of the Inventory.

As used herein, the term "Floor Samples" shall mean all furniture, furnishings, appliances, goods and other tangible personal property which are used by the Debtor in its business as samples for viewing and/or for inspection by potential purchasers or lessees whether or not held for sale or lease, including, but without limitation, pictures, lamps, bedding, clocks, rugs, books, bookends, ashtrays, television sets, radios, mattresses, pillows, curtains, and any and all accessories typical for display in a furniture retail store.

As used herein, the term "General Intangibles" means any general intangible as that term is defined in the Uniform Commercial Code in effect in the State of Maryland.

BOOK 535 411

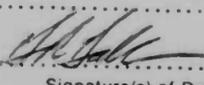
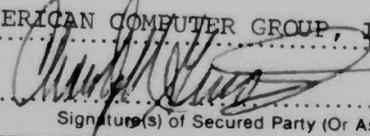
275706

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented <b>1</b>
1. Debtor(s) (Last Name First) and address(es)  MR GOODBUYS CORPORATION 6328 RITCHIE HIGHWAY GLENBURNIE, MD	2. Secured Party(ies) and address(es)  AMERICAN COMPUTER GROUP, INC. 20 OVERLAND STREET P.O. BOX 68 - KENMORE STATION BOSTON, MA	3. For Filing Office (Date, Time, Number, and Filing Office) <b>RECORD FEE 11.00</b> <b>POSTAGE .50</b> <b>#251570 C040 R04 109146</b> <b>12/14/88</b> 

7. This financing statement covers the following types (or items) of property:  
  
COMPUTER SYSTEM AS DESCRIBED IN ATTACHED EXHIBIT A

This filing is for information only as this transaction is a true lease.

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)  <b>11.00</b> <b>.50</b> <b>11.50</b>	MR GOODBUYS CORPORATION   Signature(s) of Debtor (Or Assignor)	AMERICAN COMPUTER GROUP, INC.   Signature(s) of Secured Party (Or Assignee)
--	--	---

535 412

Exhibit A  
to UCC-1 Filing For Equipment located at:

MR GOODBUYS CORPORATION  
6328 RITCHIE HIGHWAY  
GLENBURNIE, MD

<u>MFR</u>	<u>QTY</u>	<u>MODEL</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBERS</u>
Hugin/Sweda	(13)	9801	Terminal	01868, 01870, 01839, 01821, 01842, 01848, 01858, 01853, 01866, 01849, 01852, 01871, 01817
Hugin/Sweda	(13)	00098	CPU	08471, 08476, 08472, 08487, 08488, 08495, 08492, 08477, 08491, 08497, 08473, 08475, 08496
Hugin/Sweda	(13)	4/2412-701	M/C Read	NSN
Hugin/Sweda	(13)	4/2400-702	Slip Prt. Kit	NSN
Hugin/Sweda	(26)	4/2416-701	64K Ram Kit	NSN
Hugin/Sweda	(1)	NMN	Software	NSN

This filing is for information only as this transaction is a true lease.

275707

BOOK 535 - 413

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. Bank Note No.
1. Debtor(s) (Last Name First) and Address(es): Defense Systems Concepts, Inc. 1340 Ashton Road Suite A Hanover, Maryland 21076	2. Secured Party(ies) Name(s) And Address(es):  AMERICAN SECURITY BANK, N.A. 15th & PENNSYLVANIA AVE. N.W. WASHINGTON, D. C. 20013	4. For Filing Officer: Date, Time, File No., Filing Office:  J.F. CLERA RECORD FEE 11.00 #247280 0777 R03 T11:03 12/14/88	
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)  Receivables Collateral. All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of Inventory (collectively "Receivables"); and		5. Assignee(s) of Secured Party, Address(es):	
<input checked="" type="checkbox"/> Proceeds - <input type="checkbox"/> Products of the collateral are also covered. NOT SUBJECT TO RECORDATION TAX		6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in item 7.	
8. Signatures: [If debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate reason.] Defense Systems Concepts, Inc. ANADAC, INC.		AMERICAN SECURITY BANK, N.A.	
By <u>Patricia J. Roth</u> Secretary Debtor(s) [or Assignor(s)]		By <u>Carol Ann Ketterer</u> Vice-President Secured Party(ies) [or Assignee(s)]	

ASB 8.43 (REV 9/84)  
P. 10/84

FINANCING STATEMENT

UCC-1

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 10/27/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert N. Syme  
Address 7497 Furance Branch Rd. Glen Burnie, MD 21061

2. SECURED PARTY

Name Snap-on Tools Corporation  
Address 7601 Brandon Woods Blvd.  
Baltimore, MD 21226-1770

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 07/15/89

4. This financing statement covers the following types (or items) of property: (list)

- 1). ACT 1200
- 2). ACT 4000
- 3). RXS 605
- 4). RXS M605
- 5). 206 AFS
- 6). GA 236
- 7). YA 3257- T 70204
- 8). BTK 7

RECORD FEE 11.00  
POSTAGE .50  
#247300 0777 R03 111:07  
12/14/88



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

*C. Mack Snap-on Tool Corp.*  
\_\_\_\_\_  
(Signature of Secured Party)

C. Mack Snap-on Tool Corp.  
\_\_\_\_\_  
Type or Print Above Name on Above Line

1150

AA Co.  
\$10.50

BOOK 535 PAGE 415

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 271827 recorded in Liber 523, Folio 441 on 3/1/88 at Anne Arundel County

1. DEBTOR(S): Hansen Material Handling Co.  
 ADDRESS(ES): 7447 Candlewood Road, Hanover, MD 21076

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: L.D.R.U./Alice Keith  
 ADDRESS: MAILSTOP: 02-28-01, Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):  
 \_\_\_\_\_

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:  
 a.  Not subject to Recordation Tax.  
 b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. \_\_\_\_\_

The Debtor has changed its name to: Hanover Material Handling Company

RECORD FEE 10.00  
POSTAGE .50  
#247330 CTT7 R03 111:09  
12/14/98



DEBTOR(S): Hanover Material Handling Company SECURED PARTY: Maryland National Bank  
 BY: George R. Frank, President (SEAL) BY: Patrick E. Killpatrick, Loan Rep. (SEAL)  
 BY: \_\_\_\_\_ (SEAL) BY: \_\_\_\_\_ (Type Name and Title)

207-126 REV 4 86

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

**RETURN TO:**  
**MARYLAND NATIONAL BANK**  
**ATTN: LEGAL DOCUMENTATION**  
**REVIEW UNIT**  
**P.O. BOX 17372**  
**BALTIMORE, MARYLAND 21203**

1550

1837269-0001-144243



535 416

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3  
272137

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 524 FOLIO 459 ON 3/23/88 (DATE)

1. DEBTOR 460 461, 462 OX

Name Dart Pallet Repair, Inc.

Address 1049 Dumbarton Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., 407 Crain Hwy., Ste. 200B, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above RECORD FEE 10.00  
.50

3. Maturity date of obligation (if any) \_\_\_\_\_

#247340 0777 R03 111:10  
12/14/88

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>amendment</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Location of equipment: <u>915 Baltic Ave., Baltimore, MD 21225</u>  <u>LA CR trailer s/n DF6T20F8935</u>          additional serial numbers: <u>(LaCross); 671 Diesel 5136547</u>  <u>PTA 114144; BTHYD 05; Montgomery HOG PM 50 s/n 78; Diesel belt drive</u>  <u>439633; Cornell Fan/belt #262 s/n 221; Unnailer 52002405168852</u>          add'l eq.: <u>Yoder single head notcher; sheares s/n's 3P3V36, 3Q3v69;</u>  <u>bushings s/n's P1 x 1 3/4, Q1 x 1 5/8; belts; with indexable</u>  <u>head</u></p>	

BL  
CLERK

Dart Pallet Repair, Inc.  
[Signature]  
(Signature of Debtor)

TransFinancial Leasing Corp.  
[Signature]  
(Signature of Secured Party)

Type or Print Above Name on Above Line

Type or Print Above Name on Above Line

Dated \_\_\_\_\_

1550

RACD

275709

535 417

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es) George + Kim Morris 7851 Mansion House Crossing Pasadena, md 21122	2 Secured Party(ies) and address(es) Environmental Water Control Inc. 511-C Eastern Boulevard Essex, Maryland 21221	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 12.00 #247420 0777 R03 T11:17 12/14/88 
4 This financing statement covers the following types (or items) of property: ONE UNITED STANDARD WATER TREATMENT SYSTEM(CONDITIONAL SALES CONTRACT NOT SUBJECT TO TAX) LOCATED AT 7851 MANSION HOUSE CROSSING PASADENA, MD, 21122		5 Assignee(s) of Secured Party and Address(es) Security Pacific Suite 126 901 Dulaney Valley Road Towson, Maryland 21204

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented

Filed with ANNE ARUNDEL CO.

By George J Morris  
 KIM E MORRIS  
 Signature(s) of Debtor(s)  
 GEORGE J MORRIS

ENVIRONMENTAL WATER CONTROL INC.  
 By Joseph B. Antonelli  
 JOSEPH B ANTONELLI Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

535 418  
**FINANCING STATEMENT**

275710

Check below if goods are  
 or are to become fixtures

**TO BE RECORDED IN** Clerk of Circuit Court,  
~~LAND RECORDS~~ Anne Arundel County

For Filing Officer Use	
File No.	_____
Date &	_____
Hour	_____

This Financing Statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant  
 to the Uniform Commercial Code.  
 Maturity date (if any) NONE

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State	Zip
Tradewind General Partnership		8101 Hinson Farm Drive,	Alexandria,	Virginia	22306

Name of Secured Party or assignee	No.	Street	City	State	Zip
Dominion Bank of Northern Virginia NATIONAL ASSOCIATION		8150 Leesburg Pike,	Vienna,	Virginia	22180

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

One 1984, 52 foot Tayana Sailboat, Hull ID# TYA520080184, Vessel Name-  
 Tradewind; and one 1984 Perkins Diesel 85 HP #4326.

RECORD FEE 12.00  
 POSTAGE .50  
 #247410 CTTT R03 111:16  
 12/14/98



(If affixed to realty—state value of each article)

**CHECK  LINES WHICH APPLY**

2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
5. (This section applicable in Maryland only.) **CHECK APPLICABLE BOX**  
 The underlying secured transaction(s) being publicized by this Financing Statement  is  is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \_\_\_\_\_

Debtor(s) or assignor(s)  
Tradewind General Partnership

Secured Party or assignee  
Dominion Bank of Northern Virginia,  
 National Association (Seal)  
(Corporate, Trade or Firm Name)

James N. Jacobi  
 (Type or print name under signature)

Stephen H. MacNab  
 Signature of Secured Party or Assignee  
 Vice President  
 (Owner, Partner or Officer and Title)  
 (Signatures must be in ink)

12-30

RETURN TO:

275711

535 419

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)

MR JAMES C MCCOY JR  
520 EVERGREEN RD  
SEVERNA PARK, MD, 21146

2 Secured Party(ies) and address(es)

Environmental Water Control, Inc.  
511-C Eastern Boulevard  
Essex, Maryland 21221

3 Maturity date (if any)  
For Filing Officer (Date, Time, Number,  
and Filing Office)

RECORD FEE 12.00  
#247500 0777 R03 T11:32  
12/14/88

4 This financing statement covers the following types (or items) of property

Installed, one United Standard complete water (COND. SALES  
treatment system Model #1054 CONTRACT NOT SUBJECT TO TAX  
LOCATED AT 520 EVERGREEN RD SEVERNAPARK, MD, 21146

XX  
XX  
XX  
XX

5 Assignee(s) of Secured Party and  
Address(es)

Security Pacific  
Suite 126  
901 Dulaney Valley Road  
Towson, Maryland 21204

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

Filed with: ANNE ARUNDEL CO.

*James C McCoy Jr*  
JAMES C MCCOY JR  
*Carolyn McCoy*  
CAROLYN MCCOY  
Debtor(s)

ENVIRONMENTAL WATER CONTROL, INC.  
*Joseph B. Antonelli*  
By JOSEPH B ANTONELLI  
Secured Party(ies)

STANDARD FORM - FORM UCC-1.

Official Copy - Alphabetical

BOOK 535 420

**TERMINATION STATEMENT**

Name of Debtor: Parkway Construction Inc.  
by Les Legum  
Address: 7223 Parkway Dr.  
Hanover, MD 21076

Name of Secured Party: Farmers & Mechanics National Bank  
P. C. Box 518  
Address: Frederick, MD 21701

The Secured Party no longer claims a security interest under the Financing State-  
ment of the above Debtor recorded in

.....Anne..Arundel..... (County)  
Financing Statement No. 243756  
Liber 452..... Page 479.....  
Folio .....

RECORD FEE 10.00  
#247520 0777 R03 111423  
12/14/88



**FARMERS AND MECHANICS NATIONAL BANK**

By Linda L. Gladhill  
Name & Title  
Linda L. Gladhill, Consumer Credit Officer  
Secured Party  
Farmers & Mechanics National Bank  
P. C. Box 518  
Frederick, MD 21701

1500

535 421

275712

- ( ) TO BE RECORDED WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
- (X) TO BE FILED IN THE FINANCE RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
- ( ) TO BE FILED IN THE FINANCE RECORDS OF HOWARD COUNTY, MARYLAND
- ( ) TO BE RECORDED IN THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

RECORD FEE 27.00  
POSTAGE .50  
#343010 C237 R02 T11438  
12/14/88

FINANCING STATEMENT

DATED: December 13, 1988

1.5  
CLEP

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR: COCHRANE DRIVE HOLDING ASSOCIATES  
LIMITED PARTNERSHIP,  
a Pennsylvania limited partnership

ADDRESS OF DEBTOR: c/o Rouse & Associates  
5950 Symphony Woods Road, Suite 300  
Columbia, Maryland 21044

SECURED PARTY: GENERAL ELECTRIC CAPITAL CORPORATION

ADDRESS OF SECURED PARTY: 260 Long Ridge Road  
P.O. Box 8108  
Stamford, Connecticut 06901-8108

I. This Financing Statement covers the following types (or items) of property:

(i) all fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, now or at any time hereafter owned by Debtor and now or hereafter attached to, contained in, or used in connection with the real property described in Exhibit A attached hereto (the "Premises") (but not owned by tenants) or placed on any part thereof, though not attached thereto, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air-conditioning, refrigerating, incinerating and elevator plants, stoves, refrigerators, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures, and the trade

27<sup>00</sup>  
30

name, goodwill and books and records relating to the business operated on the Premises; without limiting the foregoing, all of Debtor's present and future "fixtures," "equipment," "general intangibles," "contract rights" and "accounts receivable" (as said quoted terms are defined in or encompassed by the Uniform Commercial Code of the state wherein the Premises are located) (the Premises and said fixtures and articles of personal property and said "fixtures," "equipment," "general intangibles," "contract rights" and "accounts receivable" are hereinafter sometimes called the "Mortgaged Property");

(ii) all right, title and interest of Debtor in and to all plans and specifications, building contracts, permits, licenses and governmental approvals relating to the Mortgaged Property;

(iii) all leases, lettings and licenses of the Premises or any part thereof now or hereafter entered into and all right, title and interest of Debtor thereunder, including, without limitation, cash and securities deposited thereunder and the right to receive and collect all of the rents, receipts, issues, and profits payable thereunder;

(iv) all unearned premiums accrued, accruing, or to accrue under insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Mortgaged Property or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Mortgaged Property by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise of all or any part of the Mortgaged Property or any easement therein, including awards for any change of grade of streets;

(v) all right, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by or released to Debtor or constructed, assembled or placed by Debtor on the Mortgaged Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be;

(vi) all deposits held by Secured Party for use in the payment of real property taxes, insurance premiums or other charges due in connection with the Mortgaged Property;

(vii) the proceeds of any disposition of all or any of the Maryland property above to the full extent that such security interest is provided for or permissible under the laws of the State of Maryland.

II. The above-described goods, property, interest and rights are located or relate to the Mortgaged Property and the improvements now or hereafter existing therein, situated, lying and being in the Anne Arundel County, Maryland.

III. This Financing Statement publicizes the Participation Fee Indemnity of Trust and Security Agreement executed by Guarantor to certain trustees named therein for the benefit of Secured Party, securing a guaranty made by Guarantor to Secured Party, which guaranty in turn guarantees payment of amounts due to Secured Party under that certain Participation Fee Agreement dated as of even date herewith between Borrower and Secured Party, and which deed of trust was recorded among the Land Records of Anne Arundel County, Maryland.

IV. Proceeds of the collateral are also covered.

DEBTOR:

COCHRANE DRIVE HOLDING ASSOCIATES  
LIMITED PARTNERSHIP,  
a Pennsylvania limited partnership

By: ROUSE & ASSOCIATES -- COCHRANE  
DRIVE LIMITED PARTNERSHIP,  
a Pennsylvania limited  
partnership  
Sole General Partner

By: ROUSE & ASSOCIATES, INC.  
Managing General Partner

WITNESS:

*[Handwritten Signature]*

By: *[Handwritten Signature]* [SEAL]  
Claiborn M. Carr III  
Vice President

BOOK 535 PAGE 424

EXHIBIT A  
Property Description

-4-

P13940 6871(17)

535 425

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 6-R as shown on plat entitled "RESUBDIVISION LOTS 4, 5, 6 and 7, PLAT TWO, ANNAPOLIS SCIENCE CENTER, SECOND DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND", which plat is recorded among the Land Records of Anne Arundel County as Plat No. 5700, Plat Book 110, Page 25.

TOGETHER WITH the rights in common with others by virtue of Declaration of Covenants and REstrictions dated April 28, 1988 and recorded among the Land Records of Howard County in Liber 4594, folio 467.

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 6-R as shown on plat entitled "RESUBDIVISION LOTS 4, 5, 6 and 7, PLAT TWO, ANNAPOLIS SCIENCE CENTER, SECOND DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND", which plat is recorded among the Land Records of Anne Arundel County as Plat No. 5700, Plat Book 110, Page 25.

TOGETHER WITH the rights in common with others by virtue of Declaration of Covenants and REstrictions dated April 28, 1988 and recorded among the Land Records of Howard County in Liber 4594, folio 467.

275713

BOOK 535 427

Not to be recorded  
in Land Records

Not subject to  
Recordation Tax

FINANCING STATEMENT

1. Debtor:

Anne Arundel County, Maryland (the "County")

Address:

Arundel Center  
Annapolis, Maryland 21401

2. Secured Party:

The First National Bank of Maryland, as trustee (the "Trustee"), under an Indenture of Trust dated as of December 1, 1988 (the "Indenture"), between the County and the Trustee for the benefit of the holders from time to time of the \$35,000,000 Anne Arundel County, Maryland, Economic Development Revenue Bonds (Baltimore Gas and Electric Company Project), Series 1988 (the "Bonds").

Address:

25 South Charles Street  
Baltimore, Maryland 21201

3 This Financing Statement covers the assignment by the County to the Trustee of all the County's accounts, general intangibles and chattel paper (except for rights of the County to indemnification and to payments in respect of administrative expenses of the County and remedies in connection therewith) now or hereafter existing in connection with the Loan Agreement dated as of December 1, 1988 (the "Loan Agreement"), between the County and Baltimore Gas and Electric Company (the "Company"), a Maryland corporation and a public service company.

The County has made the assignment to the Trustee pursuant to the Indenture to secure payment of the principal of and the interest on the Bonds, which Bonds do not constitute obligations to which the full faith and credit of the County are pledged, do not create an indebtedness or charge against the general credit or taxing powers of the County, and do not constitute or give rise to any pecuniary liability of the County.

RECEIVED FOR RECORD  
88 DEC 14 PM 12:22  
H. ENLE SCHAFER  
CLERK

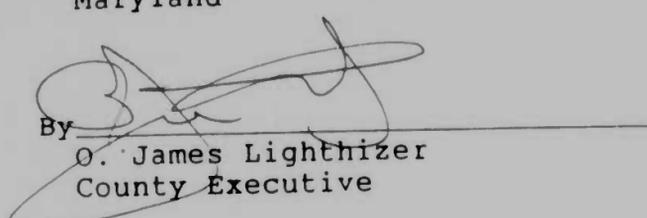
RECORD FEE 11.00  
POSTAGE .50  
12/24/88  
J. L. CLERK

BOOK 535 428

Debtor:

Anne Arundel County,  
Maryland

By

  
O. James Lighthizer  
County Executive

To the Filing Officer: After this statement has been recorded,  
please mail the same to: Paul A. Tiburzi, Esquire, 1100  
Charles Center South, 36 South Charles Street, Baltimore,  
Maryland 21201

TO BE RECORDED IN:

- (1) Financing Records of Circuit Court for Anne Arundel  
County, and
- (2) Financing Records of State Department of Assessments and  
Taxation of Maryland.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 241899

RECORDED IN LIBER 448 FOLIO 94 ON March 26, 1982 (DATE)

1. DEBTOR

Name Estey Pool Supply, Inc. and Joseph H. Tabeling

Address 8103 Jumper Hole Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name Baltimore Building and Supply Company, Inc.

Address 8519 Liberty Road, Randallstown, Maryland 21133

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination   
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00  
POSTAGE .50  
RECORDED 0345 P01 712453  
12/14/88  
CLERK

Baltimore Building and Supply Company, Inc.

Dated 12/8/88

Elliott Grossman  
(Signature of Secured Party)

By: Elliott Grossman, President  
Type or Print Above Name on Above Line

Circuit Court for Anne Arundel County

BOOK 535 430

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 240726

RECORDED IN LIBER 444 FOLIO 444 ON December 9, 1981 (DATE)

1. DEBTOR

Name Coastal Heating & Air Conditioning Co., Inc.

Address 25 Hudson Street, Annapolis, MD 21401

2. SECURED PARTY

Name WESTINGHOUSE CREDIT CORPORATION

Address 1740 E. Joppa Road, Baltimore, Maryland 21234

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>

RECORD FEE 10.00  
POSTAGE .50  
#247670 DT77 R03 T14:10  
12/14/88



DEBTOR:

SECURED PARTY:

\_\_\_\_\_  
(Signature of Debtor)

WESTINGHOUSE CREDIT CORPORATION

*James H. Slaffer*  
(Signature of Secured Party)  
JAMES H. SLAFFER  
Type or Print Above Name on Above Line

\_\_\_\_\_  
Type or Print Above Name on Above Line

155

535 431

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

No. of Additional Sheets Presented:

1. Debtor(s) (Last Name First) and Address(es):  
James Hawkins DBA: Hawkins Trucking  
3545 Fox Hall Drive  
Davidsonville, MD 21035

2. Secured Party(ies) Name(s) And Address(es):  
Alban Tractor Co., Inc.  
P.O. BOX 9595  
Baltimore, MD 21237 530-167



RECORD FEE 10.00  
POSTAGE .50  
#247620 DT77 R03 T14:01  
12/14/88

3. (a) This statement refers to original Financing Statement bearing File No. 183350  
Filed with Anne Arundel County Date Filed 7-27 19 88  
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filled.  
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

For Filing Officer

- 4.  Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
- 5.  Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
- 6.  Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
- 7.  Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9.
- 8.  Release. Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above.

9.  
Concord Commercial Corporation  
210 Goddard Boulevard  
King of Prussia, PA 19406

10. Signatures:

By \_\_\_\_\_  
Debtor(s) (necessary only if Item 7 is applicable)

By Alban Tractor Co., Inc.  
*[Signature]*  
Secured Party(ies)

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

Standard Form Approved by N. C. Sec. of State and other States shown above.

UCC-3

BOOK 535 432

275717

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 21,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court of Baltimore City.

5. Debtor(s) Name(s) Address(es)  
 Drs. Engelke & Ashmore, P.A. 1001 Pine Heights Avenue 1720 S. Crain Hwy.  
 Baltimore, MD 21229 Glen Burnie, MD 21061

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: D. Grimm, Documentation Asst. Baltimore, MD 21201  
(Type name & title)

RECORD FEE 1.10  
 POSTAGE .50  
 #251820 0040 R04 715+25  
 12/14/88

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors

Drs. Engelke & Ashmore, P.A. (Seal) \_\_\_\_\_ (Seal)

By: George Engelke, M.D., President (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 3rd FL.  
 BALTIMORE, MARYLAND 21201

11.00  
.50

18/60  
-40

THIS SCHEDULE A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, A National Banking Association and Drs. Engelke & Ashmore, P.A.  
Dated: 8-5-88.

Collateral Section "F" Continued

IBM PS/2 Model 30: (6) Serial Number 0232694  
0256748  
0256761  
0256758  
0253581  
0256717

IBM PS/2 Monochrome Display 8503: (5) Serial Number 0417840  
0417835  
0417841  
0417837  
0417827

IBM PS/2 Color Display 8513: (1) Serial Number 0470040

Hayes Smartmodem 2400: (5) Serial Number H30800173709  
H30300173430  
H30800173987  
H28100173184  
H30300173391

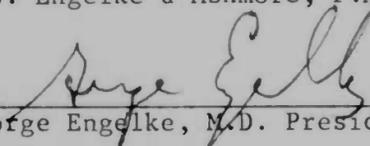
Novell Advanced NetWare Version 2.11: (1) Serial Number 00220410

Safe 425 Power Supply: (1) Serial Number SPS-85204

Mayn Stream 1500 Tape Backup System: (1) Serial Number 319341

Standard Microsystems Active Hub: (1) Serial Number 8811245777

Drs. Engelke & Ashmore, P.A.

By:  (SEAL)  
George Engelke, M.D. President

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

535 433

275715

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s) Address(es)  
 W.Ray Huff 9309 Fort Smallwood Road  
 Nancy M. Huff Pasadena, Maryland 21122

RECORD FEE 12.00  
 POSTAGE .50  
 #252020 0040 R04 109703  
 12/15/88

6. Secured Party Address  
 Equitable Bank, National Association 100 S.Charles St.  
 Attention: Debra Grimm Baltimore, Maryland 21201  
 Documentation Assistant



7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors

✓ W. Ray Huff (Seal) \_\_\_\_\_ (Seal)  
 W. Ray Huff  
 ✓ Nancy M. Huff (Seal) \_\_\_\_\_ (Seal)  
 Nancy M. Huff

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

EQUITABLE BANK, N.A.  
 TITLE DOCUMENTATION CENTER  
 100 S. CHARLES ST. 3rd FL.  
 BALTIMORE, MARYLAND 21201

12 00  
50

**SCHEDULE A**

This Schedule A is attached to and made a part of a Financing Statement, by and between W. Ray Huff and Nancy M. Huff (the Debtor) and Equitable Bank, National Association (the "Secured Party")

SECTION G CONTINUED

All rights, title and interest in any and all leases and any security deposits thereunder whether now or hereafter executed by the Debtor as lessor of all or any portion of the real property known as 2425-2441 Mountain Road, Mountain Road Shopping Center, located in Anne Arundel County, Maryland

EQUITABLE BANK  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

FINANCING STATEMENT

275716

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 81,400.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk Circuit Court for Anne Arundel County

5. Debtor(s) Name(s)	Address(es)		
The Empire Construction Company	700 Pittman Road Baltimore, Maryland 21226	RECORD FEE RECORD TAX POSTAGE	11.00 570.50 .50
6. Secured Party	Address	#252030 C040 R04 T09106	12/15/88
Equitable Bank, National Association Attention: <u>Denise Yeshnik</u> <small>(Type name &amp; title)</small>	100 S. Charles Street Baltimore, Maryland 21201		
Credit Staff Assistant			

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors  
The Empire Construction Company  
BY: [Signature] (Seal) \_\_\_\_\_ (Seal)  
Lyle Aaby, Executive Vice President  
\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

11.00  
570.50  
    .50  
-----  
582.00

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

SCHEDULE A

BOOK 535 PAGE 436

THIS SCHEDULE "A" is attached to and made a part of a Financing Statement to Equitable Bank, N.A. from The Empire Construction Company.

Section 7F (Continued)

1971 125 Ton Manitowac Crane  
Model 4000  
Serial #4009

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3RD FL.  
BALTIMORE, MARYLAND 21201

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 229723

RECORDED IN LIBER 419 FOLIO 25 ON 29 Nov 1979 (DATE)

(Anne Arundel Co.)

1. DEBTOR

Name Southward Corporation  
dba: Outdoor Power ✓  
Address 1915 Lincoln Drive  
Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Company  
Address 701 Georgesville Rd.  
Columbus, OH 43228

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Amend.</p>
<p>Please amend debtors address to also show: 2431 Crofton lane Crofton, MD 21114</p>	

EE 10.00  
.50  
1345 P01 11142  
12/15/88  
BL  
1979

Southward Corporation  
dba: Outdoor Power

x Kenneth R Wagner  
Signature of Debtor  
Dated 9/16/88

[Signature]  
(Signature of Secured Party)  
John Deere  
D.F. Soska Credit Mgr  
Type or Print Above Name on Above Line  
John Deere Co.

10  
20

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 524 FOLIO 601 ON 27 July 1988 (DATE)  
(Anne Arundel Co.)

1. DEBTOR

Name Southward Corporation  
dba: Outdoor Power  
Address 1915 Lincoln Drive  
Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Company  
Address 701 Georgesville Rd.  
Columbus, OH 43228

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

REGISTRATION FEE 10.00  
POSTAGE .50  
13-5 R01 711442  
12/15/88

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Amend.</p>
<p>Please amend debtors address to <u>als0</u> show: 2431 Crofton Lane Crofton, MD 21114</p>	



Southward Corporation  
dba: Outdoor Power

Kenneth R Wayner  
Signature of Debtor

Dated 9/16/88

D.F. Senka  
(Signature of Secured Party)  
John Deere Co.  
D.F. Senka, Credit Mgr  
Type or Print Above Name on Above Line

BOOK 535 PAGE 439

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 10598

RECORDED IN LIBER 15 FOLIO 581 ON September 18, 1964 (DATE)

1. DEBTOR

Name Annapolis Bendix Sales & Service, Incorporated t/a F & B Appliances  
Address 1991 West Street Annapolis, Maryland 21401

2. SECURED PARTY

Name Whirlpool Acceptance Corporation  
Address 8220 Wellmoor Court Savage, MD 20763

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>amendment</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) POSTAGE #249120 0717 R03 111-33 12/15/88</p>

Amend Description of Collateral To Read: all inventory now owned or hereafter acquired, wherever located, including all returns, repossessions and parts, and all chattel paper, instruments, documents, accounts, general intangibles, contract rights and security agreements, and all cash and non-cash proceeds of any of the foregoing.

Annapolis Bendix Sales & Service, Incorporated  
t/a F & B Appliances

By Louie M. Bolly, President  
signature of debtor  
Louie M. Bolly, President

Dated 12-13-88

WHIRLPOOL ACCEPTANCE CORPORATION  
By [Signature] 12/13/88  
(Signature of Secured Party)  
J. Giannattasio Branch Manager  
Type or Print Above Name on Above Line

10.00  
.50  
#249120 0717 R03 111-33  
12/15/88  
BL  
DEPT

535 440

275717

<b>Maryland Financing Statement</b>	File No.
<small>All information must be typewritten or printed in ink.</small>	

(Not to Be) ~~XXXXX~~ Recorded in the Land Records.\*  
strike in applicable words

Debtor(s) Name(s) and Address(es) <b>Reds Dove, Inc.</b> 2729 Solomons Island Road Edgewater, Anne Arundel, MD 21037	Secured Party Name and Address <b>John C. Louis Company Incorporated</b> 1805 Cherry Hill Road Baltimore, MD 21230
---	---

Assignee of Secured Party The CIT Group/Equipment Financing, Inc. 1180 W. Swedesford Road Suite 220 Berwyn, PA 19312	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax. <b>Conditional Sale Contract</b>
---	--

This Financing Statement covers the following types (or items) of property:  
Describe fully, giving Year and Make, Model, Motor or Serial No., etc.

**One (1) Liebherr Model R962LC Hydraulic Excavator, S/N 133-806 complete with all related parts, attachments, and accessories**

RECORD FEE 11.00  
 POSTAGE .50  
 #248280 0777 R03 111:41  
 12/15/88

Proceeds of collateral are also covered.

\* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence:  
 The above described goods are affixed or are to be affixed to: (describe the real estate)

If the Debtor does not have an interest of record in the real estate, the name of a record owner is \_\_\_\_\_

This Statement is to be returned, after recordation, to The CIT Group/Equipment, Financing, Inc. at its address above.

Debtor(s) <b>Reds Dove, Inc.</b>	Secured Party <b>John C. Louis Company Incorporated</b>
By <i>[Signature]</i> Title <i>Pres.</i>	By <i>[Signature]</i> Title <i>Treas.</i>
If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.	
Type or print name(s) of person(s) signing	Type or print name of person signing
5-SA-989E	



11/50

PART 2 - COURT CLERK

A. A. Co.

535 441

275718

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)          Cheaspeake Sprinkler Company, Inc.          7221 Grayburn Drive          Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address          SIGNET BANK/MARYLAND          Baltimore &amp; St. Paul Streets          Baltimore, Maryland 21203          Attn: Commercial Loans          att: Gloria Bolton</p> <p style="text-align: center;"><b>Return to Secured Party</b></p>
---	--

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Sprinkler Contracting (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

RECORD FEE 11.00  
RECORD TAX 287.00  
POSTAGE .50

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ <sup>is</sup> (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 41,000.00

777 R03 T11:42  
12/15/88

J. P. CLEW

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

Chesapeake Sprinkler Company, Inc.  
(Type Name)

By: Gerald A. Muccioli, AVP

By: [Signature]

Gerald A. Muccioli, AVP  
(Type Name)

By: David J. Anderson, Pres

11/29/88 19  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

11-287-50

BOOK 535 442

275719

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3. Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Arnold Professional Pharmacy, Inc.  
1509 Ritchie Highway  
Arnold, MD 21012

3 PM McKesson Corp.  
30881 Schoolcraft Road  
Livonia, MI 48150

RECORD FEE 11.00  
POSTAGE .50  
#248330 0777 R03 T11:44  
12/15/88

J.P. CLEK

4 This financing statement covers the following types (or items) of property

- 1 3PM/McKesson-PC A12 with 640KB memory and 1.2 floppy diskette
- 1 60MB winchester disk drive
- 1 Monochrome monitor
- 1 Keyboard
- 2 Ports
- 1 IBM proprinter 200 cps/80 column
- 1 1200 baud modem
- 1 Tape back up

5 Assignee(s) of Secured Party and Address(es)

U S WEST Financial Services, Inc.  
11600 College Blvd.,  
Ste. 200  
P.O. Box 12746  
Overland Park, KS 66212

Maryland Recordation Tax is not required.-conditional sales agreement

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

Filed with

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered;  Proceeds of Collateral are also covered;  Products of Collateral are also covered. No. of additional Sheets presented:

1/50 Arnold Professional Pharmacy, Inc.

3 PM McKesson Corp.

By: Kathryn L. Parker, MD  
Signature(s) of Debtor(s)

PRESIDENT  
Title

By: Carl D. Garsell, Lease Coordinator  
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

STATE OF MARYLAND

BOOK 535 443

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 66866  
176 &  
RECORDED IN LIBER 510 FOLIO 177 ON April 2, 1987 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
POSTAGE .50  
#252370 0040 R04 T11450  
FEB



Baltimore Federal Financial, F.S.A.

Dated 12/13/88

A.R. Fromm Jr Ass't. Vice Pres  
(Signature of Secured Party)

A.R. FROMM JR  
Type or Print Above Name on Above Line

10.50

BOOK 535 PAGE 444

275720

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 15,603.28. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to A. A. County

5. Debtor(s) Name(s): Pleasant Living, Inc. Address(es): c/o Toal, Raney, Davis & Simmons  
410 Severn Avenue  
Annapolis, Maryland 21403

6. Secured Party: Maryland National Bank Address: Department: West Street  
Post Office Box 987, Mailstop 500502  
 Attention: Janice B. Marcellas Baltimore, Maryland 21203  
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Pleasant Living, Inc.

Secured Party: Maryland National Bank

By: Ronald Brunetto (Seal)  
 Type name and title, if any Chief Operating Officer

By: Janice B. Marcellas (Seal)

By: \_\_\_\_\_ (Seal)  
 Type name and title, if any

Type name and title Janice B. Marcellas, Br. Mgr. & AVP

207-95 REV. 1/86

**MARYLAND NATIONAL BANK**



RECORD FEE 11.00  
 RECORD TAX 112.00  
 POSTAGE .50  
 #252380 0040 R04 T11:58  
 12/15/08

11.00  
 112.00  
 .50  
 123.50

BOOK 535 445

275721

REQUEST FOR COPIES OR INFORMATION. Present in DUPLICATE to Filing Officer.

1. Debtor (Last Name First) and Address:  
Dovell & Williams,  
Inc.

Party requesting information or copies  
(800) 873-3482  
NATIONWIDE INFORMATION  
SERVICES INC.  
52 JAMES STREET  
ALBANY, NEW YORK 12207

For Filing Officer Date Time No Filing Office  
RECORD FEE 11.00  
POSTAGE .50  
8252430 0040 R04 T12:03  
12/15/88



INFORMATION REQUEST: Listing only  COPY REQUEST:  
Filing officer please furnish certificate showing whether there is on file as of \_\_\_\_\_, 19\_\_ at \_\_\_\_\_ M, any presently effective financing statement naming the above named debtor(s) and any statement of assignment thereof, and if there is, giving the date and hour of filing of each such statement and the name(s) and address(es) of each secured party(ies) therein. The statutory fee is enclosed. Filing officer please furnish exact copies of each page of financing statements and statements of assignment listed below, which are on file with your office. Enclosed \$ \_\_\_\_\_ fee for copies requested. In case any of said statements contain more than one page the undersigned agrees to pay the statutory fee for each additional page payable in advance.

Date 12/13/88 (Signature of Requesting Party) Pauline Myers

File No.	Date and Hour of Filing	Name(s) and Address(es) of Secured Party(ies) and Assignees, if any
		Ref No. 075420-1358
		<u>I need a listing only, but it must show Secured Party</u>

CERTIFICATE: The undersigned filing officer hereby certifies that:  
 the above listing is a record of all presently effective financing statements and statements of assignment which name the above debtor(s) and which are on file in my office as of \_\_\_\_\_, 19\_\_ at \_\_\_\_\_ M  
 the attached \_\_\_\_\_ pages are true and exact copies of all available financing statements or statements of assignment listed in above request

Anne Arundel Co. (MO) \_\_\_\_\_ Date \_\_\_\_\_ Signature of Filing Officer  
11.50

BOOK 535 PAGE 44B

275722

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3  The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)  
 ROBERT P JONES  
 194 EDWARD LA  
 LOTIAN, MARYLAND 20711  
 CLAUDIA J. JONES

2 Secured Party(ies) Name(s) and Address(es)  
 ACCENT MOBILE HOMES  
 7401 MOORE ROAD  
 BRANDYWINE, MARYLAND 20613

4 For Filing RECORD FEE No. 12:00  
 POSTAGE .50  
 #252440 C040 R04 T12:04  
 12/15/88  
 BL CLERK

5 This Financing Statement covers the following types (or items) of property  
 1989 CAMBRIDGE 227537  
 28 X 60 SCHULT Rooms  
 To include all furniture, fixtures, appliances, and appurtenances therein and thereto including but not limited to these items specified in the manufacturers invoice and/or purchase agreement and/or retail security agreement.  
 Products of the Collateral are also covered

6 Assignee(s) of Secured Party and Address(es)  
 Crescent Financial, Inc.  
 1623 Forest Drive Suite 201  
 Annapolis, MD 21401

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals of the like (including oil and gas) is on \*  
 \*(Describe Real Estate in Item 8)

8 Describe Real Estate Here  This statement is to be indexed in the Real Estate Records  
 12-50

9 Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s).

ROBERT P JONES *Robert P Jones* Crescent Financial, Inc.  
 CLAUDIA J JONES *Claudia Jones* By *Debra L Hughes*  
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)  
 (Required only if Item 10 is checked.)  
 (1) Filing Officer Copy - Numerical  
 (3/83) STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

FORM 535 447  
Identifying File No.

275723

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here: \$ n/a

If this statement is to be recorded in land records check here:

This financing statement Dated December 16, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J & K Distributors, Inc.  
Address 2012 Renard Court, Suite A, Annapolis, MD 21401

2. SECURED PARTY

Name Bay National Bank  
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

RECORD FEE 11.00  
.50  
7:14:21  
12/16/88



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J & K Distributors, Inc.  
Kay F. Price  
(Signature of Debtor)

Kay F. Price, President  
Type or Print Above Name on Above Line

James B. Price  
(Signature of Debtor)

James B. Price, Vice President  
Type or Print Above Signature on Above Line

Bay National Bank

Paul R. O'Connell  
(Signature of Secured Party)

Paul R. O'Connell, Vice President  
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No.

275729

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated December 14, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Allied Paper Stock Company, Inc.

Address 10650 Riggs Hill Road, Jessup, MD 20794

2. SECURED PARTY

Name BAY NATIONAL BANK

Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

RECORD FEE 11.00

POSTAGE .50

34190 0345 301 T14122

12/16/88



CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Allied Paper Stock Company, Inc.

Handwritten signature of John W. Nucci

John W. Nucci, President

(Signature of Debtor)

Type or Print Above Signature on Above Line

BAY NATIONAL BANK

Handwritten signature of Paul R. O'Connell

(Signature of Secured Party)

Paul R. O'Connell, Vice President

Type or Print Above Signature on Above Line

BOOK 535 449

275725

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3. Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

YORK INTERNATIONAL CORPORATION  
631 South Richland Avenue  
York, PA 17403

2. Secured Party(ies) and address(es)

CANADIAN IMPERIAL BANK OF  
COMMERCE, NEW YORK AGENCY,  
as Collateral Agent  
425 Lexington Avenue  
New York, NY 10017

For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORD FEE 17.00  
POSTAGE .50  
H253140 0040 R04 114742  
12/16/88

4 This financing statement covers the following types (or items) of property

See Schedule A attached hereto.

5. Assignee(s) of Secured Party and  
Address(es)



6. Not subject to recording tax.

1037

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with Circuit Court of  
Ann Arundel County, MD

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 3

YORK INTERNATIONAL CORPORATION

CANADIAN IMPERIAL BANK OF COMMERCE, NEW  
YORK AGENCY, as Collateral Agent

By:

*[Signature]*  
Signature(s) of Debtor(s)

*[Signature]*  
Title

By:

*[Signature]*  
Signature(s) of Secured Party(ies)

*[Signature]*  
Manager

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

SCHEDULE "A" TO FINANCING STATEMENT FILED BY  
YORK INTERNATIONAL CORPORATION ("DEBTOR") IN FAVOR  
OF CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK  
AGENCY, AS COLLATERAL AGENT ("SECURED PARTY")

This financing statement is filed covering the following items of property:

(a) all of the Debtor's inventory in all of its forms, including

(i) all inventory, merchandise, goods and other personal property which are held for sale or lease by the Debtor, all raw materials, work in process, and finished goods with respect thereto, and all materials used or consumed in the manufacture or production thereof,

(ii) all goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind (including goods in which the Debtor has an interest or right as consignee), and

(iii) all goods which are returned to or repossessed by the Debtor;

together with, in each case, all accessions thereto and products thereof and documents therefor;

(b) all accounts, contracts, contract rights, chattel paper, instruments, general intangibles, and other obligations of any kind, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, including the following:

(i) all letters patents and applications for letters patents;

(ii) all patent licenses;

(iii) all reissues, divisions, continuations, extensions, renewals, and continuations-in-part of any of the items described in the foregoing clauses (i) and (ii);

(iv) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present, or future infringements of any

17.00  
-50  
17.50

letters patent or letters patent application, and all rights corresponding throughout the world;

(v) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, all registrations and recordings thereof, and in connection therewith, all applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof;

(vi) all trademark licenses;

(vii) all reissues, extensions, or renewals of any of the items described in the foregoing clauses (v) and (vi);

(viii) all of the goodwill of the business connected with the use of, and symbolized by the items described in, the foregoing clauses (v) and (vii);

(ix) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present, or future infringement or dilution of any trademark, trademark registration, or trademark license or for any injury to the goodwill associated with any trademark, trademark registration, trademark license, or trade name.

(x) all rights and remedies now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contracts, contract rights, chattel paper, instruments, general intangibles, or other obligations; and

(xi) all instruments, leases, security agreements, and other contracts evidencing any of the foregoing accounts, contracts, contract rights, chattel paper, instruments, general intangibles, or other obligations;

(c) all other property and rights of every kind and description and interests therein, now held or hereafter acquired by the Debtor, which relate to any of the foregoing; and

(d) all proceeds of any and all of the foregoing including proceeds which constitute property of the types described in the foregoing clauses (a), (b) and (c) and, to the extent not otherwise included, all payments under insurance policies (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty, or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

Notwithstanding the foregoing, this financing statement shall not include:

(a) any governmental license or permit existing as of December 15, 1988 that prohibits a grant of a security interest; and

(b) any account, contract, contract right, chattel paper, instrument, general intangible, or other obligation of any kind existing as of December 15, 1988 that has provisions for termination upon the grant of a security interest.

535 453

275726

This FINANCING STATEMENT is presented to a Filing Officer **CO** No. of Additional Sheets Presented **12/14/88** 3  The Debtor is a transmitting utility for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and Address(es):  
**Peeler, Biern, Watkins, Cole,  
Nathanson, Selonick, & Michaels,  
M.D. A General Partnership  
51 Franklin Street, Suite 420  
Annapolis, MD 21401**

2 Secured Party(ies) Name(s) and Address(es):  
**COPELCO LEASING CORPORATION  
ONE MEDIQ PLAZA  
PENNSAUKEN, NEW JERSEY 08110**

4 For Filing Officer, Date, Time, No. Filing Office  
**RECORD FEE 17.00  
POSTAGE .50  
#248910 0777 R03 T14:33  
12/16/88**

5 This Financing Statement covers the following types (or items) of property:  
**Fed. ID NO. 52-0698-633  
1) Technicon RA 500 Chemistry Analyzer**

6 Assignee(s) of Secured Party and Address(es)  
**BL  
CLEAR**

**SUPPLIER: Columbia Medical**  
 Products of the Collateral are also covered. **LEASE NO. 0-10075-0**

B. Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records  
**Equipment lease does not create a security interest. This is a True Lease and is not subject to recordation tax.**

7  The described crops are growing or to be grown on.  
 The described goods are or are to be affixed to.  
 The lumber to be cut or minerals or the like (including oil and gas) is on.  
\*(Describe Real Estate in Item 8.)

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction.  
 when the Collateral was brought into this state, or  when the Debtor's location was changed to this State.

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

**PEELER, BIERN, WATKINS, COLE, NATHANSON,  
SELONICK & MICHAELS, M.D. A GENERAL PARTNER-  
SHIP**

By *Stanley P. Watkins*  
Signature(s) of Debtor(s)  
**Stanley P. Watkins**

By *Doris A. Erdman*  
Signature(s) of Secured Party(ies)  
**COPELCO LEASING CORPORATION**  
**DORIS A. ERDMAN, Asst. Secy.**

(5/83) **STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania**

**(1) FILING OFFICER COPY - NUMERICAL**

535 454

275727

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es):  
Randall F. Williams, Jr.  
Ceramic Tile Inc.  
604 Dover Rd. P.O. 1100  
Pasadena, MD 21122

No. of Additional Sheets Presented 12/14/88

2 Secured Party(ies) Name(s) and Address(es):  
COPELCO LEASING CORPORATION  
ONE MEDIQ PLAZA  
PENNSAUKEN, NEW JERSEY 08110

3  The Debtor is a transmitting utility  
4 For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 12.00  
POSTAGE .50

#248920 0777 803 714\*33  
12/16/88

5 This Financing Statement covers the following types (or items) of property:

Vendor: Capital Forklift

1 Nissan Forklift w/Battery & Charger

6 Assignee(s) of Secured Party and Address(es)

Products of the Collateral are also covered LEASE NO. 0-11251-0

8 Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records  
The seller (secured party) is taking a security interest in the listed equipment. This is a conditional sale contract and is not subject to recordation tax.

9 Name of a Record Owner

7.  The described crops are growing or to be grown on.  
 The described goods are or are to be affixed to.  
 The lumber to be cut or minerals or the like (including oil and gas) is on.  
\*(Describe Real Estate in Item 8)

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction.  
 when the Collateral was brought into this state, or  when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

Randall F. Williams, Jr. Ceramic Tile Inc.

By [Signature]  
Randall F. Williams, Jr., President

COPELCO LEASING CORPORATION

By [Signature]  
Signature(s) of Secured Party(ies)  
DORIS A. ERDMAN, Assistant Secretary

(5/83)

STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania

(1) FILING OFFICER COPY - NUMERICAL

BOOK 535 455

275728

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

Tricey & Arlene Warren D/B/A  
H & W Concrete  
710 Fourkner Road  
Hanover, Md. 21076

2. Secured Party(ies)

Address(es) And Name(s):

JOHN C. LOUIS CO., INC.  
1805 Cherry Hill Road  
Baltimore, Md. 21230

4. For Filing Officer: Date, Time, File No., Filing Office:



RECORD FEE 12.00  
POSTAGE .50

#248950 CTTY 803 114:35

7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)

1 Melroe Bobcat Model M 743 S/N 5019-42 442 Flotation  
Tires 60" Bucket w/Teeth 1 Beck Trailer E119  
S/N 44BH6202XJL004081

THIS COVERS A CONDITIONAL SALES CONTRACT.  
THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.  
Filed with:  Sec. of State

Filing Office of \_\_\_\_\_ County/City

5. Assignee(s) of Secured Party, Address(es):

12/16/88

Clark Equipment Credit Corporation  
128 East Front Street  
Buchanan, Michigan 49107

6.  The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

8. Signatures:

Tricey & Arlene Warren DBA H & W Concrete

John C. Louis Co., Inc.

By Tricey H. Warren  
Tricey H. Warren  
Debtor(s) [or Assignor(2)]

By Wilmer S. Davison  
Secured Party(ies) [or Assignee(s)]

(3) Filing Officer Copy - Acknowledgement. Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.

FINANCING STATEMENT  
THIS INSTRUMENT PREPARED BY SECURED PARTY  
AND ASSIGNEE OF SECURED PARTY.  
WILMER S. DAVISON  
FORM UCC 1

**FINANCING STATEMENT  
AND SECURITY AGREEMENT**

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Stephens Group 18th Century Design 7803 CYPRESS LANDING Rd SEVERN MD 21144</p>	<p>2. SECURED PARTY</p> <p><b>THE ZAMOISKI CO.</b> 3000 Waterview Avenue Baltimore, Maryland 21230</p>
--	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

RECORD FEE 11.00  
#24980 0777 R03 114:35  
12/16/88



The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

STEPHENS GROUP 18<sup>th</sup> CENTURY DESIGN  
(Type Name)

By: [Signature] (SEAL)

By: Todd Stephens, Owner (SEAL)

THE ZAMOISKI CO.

By: [Signature]

John J. Mulkey  
Vice President/Treasurer 19\_\_

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
MD, VA, DC, PA - Inventory

11

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK

535 457

Identifying File No.

275730

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 12/05/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WINGS AERIAL MAPPING CO.  
Address 919 BEYDA HARBOUR PASADENA MD 21122

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE  
Address P.O. DRAWER 70, GLEN BURNIE, MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12/05/91

4. This financing statement covers the following types (or items) of property: (list)

- 1 - WILD TA AUTOMATIC PLOTTING TABLE
- 1 - X & Y ENCODER BAR5S, X,Y, & Z FOR WILD B-8 ANALOG STEREO PLOTTER, INCLUDES INSTALLATION
- 1 - SET-UP AND CALLIBRATION



RECORD FEE 12.00  
POSTAGE .50  
#249090 CTT7 R03 T14:47  
12/15/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

WINGS AERIAL MAPPING CO.

BY: Henry W. Williams  
(Signature of Debtor)

HENRY W. WILLIAMS, PRESIDENT  
Type or Print Above Name on Above Line

Henry W. Williams  
(Signature of Debtor)

HENRY W. WILLIAMS INDIVIDUALLY

Carol A. Williams  
Type or Print Above Signature on Above Line  
CAROL A. WILLIAMS, INDIVIDUALLY

THE BANK OF GLEN BURNIE

Stephen G. Boyd  
(Signature of Secured Party)

Stephen G. Boyd  
Senior Vice President

Type or Print Above Signature on Above Line

1230

BOOK 535 458

275731

11.50

### FINANCING STATEMENT

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

**DEBTOR** Gary Middleton  
 (Name or Names)  
1153 Rt. 3 N Crofton Station Gambrills, MD 21054  
 (Debtor's Address—Street No., City, County, State) ANNE ARUNDEL COUNTY

**SECURED PARTY** Carey Sales and Service, Inc.  
 (Dealer's Name)

3141-47 Frederick Ave. Baltimore, MD 21229  
 (Dealer's Address—Street No., City, County, State)

**ASSIGNEE OF SECURED PARTY:**

THE CARROLLTON BANK OF BALTIMORE  
 BALTIMORE STREET AT CARROLLTON AVENUE, BALTIMORE, MARYLAND 21223

1. This financing statement covers the following items of personal property:

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No.	Motor No.	Model No.	Year
(Rebuilt) Master Bilt	Display Freezer	143914		BLG-80	

2. If above described personal property is to be affixed to real property, describe real property:

N/A

RECORD FEE 11.00  
 POSTAGE .50  
 #249250 CY77 R03 T14155  
 12/16/88



3. This transaction (is) (~~is not~~) exempt from the Recordation Tax. Consideration \$ \_\_\_\_\_

Dated this 11 day of November 1988

Witness:  
Joyce Lammers  
 Joyce Lammers

[Signature]  
 Gary Middleton

Debtor  
Signs

Debtor  
Signs

Attest:  
Valerie Jones  
 Valerie Jones

[Signature]  
 Merry Jan Pundzak, Sec/Treas

Debtor  
Signs

Secured  
Party

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Maryland 21203

11.50

FORM 535 459

275732

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor and social security or IRS emp. ID number and Address Almonte Electronics Dante Almonte 7965 Central Rd Pasadena, MD 21122	Secured Party and Address Sencore Inc 3200 Sencore Drive Sioux Falls, SD 57107	Maturity Date (Optional)  RECORD FEE 12.00 #249260 D777 R03 T14:55 12/16/88    For Filing Officer (Date, Time, Number, and Filing Office) Assignee of secured party  Number of additional sheets, if any:
This financing statement covers the following types (or items) of property SENCORE ELECTRONIC TEST EQUIPMENT 1 SC61  Describe real estate: (If collateral is crops) The above described crops are growing or are to be grown on, OR (If collateral is goods which are or are to become fixtures) The above goods are affixed or to be affixed to EXEMPT FROM STATE RECORDATION TAX. SECURED PARTY IS SELLER. CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR. AFTER FULL PAYMENT HAS BEEN MADE, IT WILL BECOME THE PROPERTY OF THE DEBTOR. Check (X) if covered <input type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of collateral are also covered <input type="checkbox"/>		

Almonte Electronics  
 By *Dante Almonte*  
 Signature of Debtor DANTE ALMONTE President  
 Form: SOS UCC 310 07/80

Sencore Inc  
 By *Kristy Gies* 12-12-88  
 Signature of Secured Party KRISTY GIES  
 Approved by Secretary of State, State of South Dakota.

UCC 1 - SOUTH DAKOTA UNIFORM COMMERCIAL CODE  
 (1) FILING OFFICER COPY - ALPHABETICAL

FORM 535 160

STATE OF MARYLAND

275733

7940-16JM

ANNE ARUNDEL COUNTY - MD

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name General Concrete Pumping Service, Inc.  
Address 1023 Dorsey Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Concord Commercial Corporation  
Address 210 Goddard Blvd., King of Prussia, PA 19406

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(1) Pecco Putzmeister Concrete Pump Model PMP 150P-8-P35/31 With 114' Boom Mounted On A Peterbilt Model LCF

Name and address of Assignee

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

RECORD FEE 11.00  
POSTAGE .50  
#253170 0040 R04 T15+35  
12/16/88

BL  
CLERK

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

11-50

Robert M. Coughlin  
(Signature of Debtor)  
Robert M. Coughlin  
General Concrete Pumping Service, Inc.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Julie M. Jina  
(Signature of Secured Party)  
Julie M. Jina  
Concord Commercial Corporation  
Type or Print Above Signature on Above Line

535

461

275734

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

ANNE ARUNDEL COUNTY - MD

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cherry Hill Construction, Inc.

Address 8170 Mission Road, Jessup, MD 20794

2. SECURED PARTY

Name Ingersoll-Rand Company

Address 5681 Main Street, Elkridge, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(1) Ingersoll-Rand Milling Machine Model MT6520

Name and address of Assignee  
Concord Commercial Corporation  
210 Goddard Blvd.  
King of Prussia, PA 19406

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

(7227-2 JK)

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

11.50

BL  
CLERK

RECORD FEE 11.00  
POSTAGE .50  
#253100 0040 104 T15:05  
12/16/08

BY James A. Openshaw, Jr.  
(Signature of Debtor) President

Cherry Hill Construction, Inc.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bradley W. Berger  
(Signature of Secured Party)

Ingersoll-Rand Company

Type or Print Above Signature on Above Line

Bradley  
W. Berger,  
Off. Mgr.

5.35-462

-463

-464

-465

#'s not used

12-16-88

535-462

-463

-464

-465

#'s not used

12-16-88

5.35-462

-463

-464

-465

#'s not used

12-16-88

535-462

-463

-464

-465

#'s not used

12-16-88

BOOK 535 468

275735

**FINANCING STATEMENT** FORM UCC-1  
**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.**

Identifying File No. \_\_\_\_\_

**SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated 12/14/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

**1. DEBTOR**

Name KIDDE CONSULTANTS, INC.  
Address 8028 RITCHIE HIGHWAY, SUITE 208, PASADENA, MD 21122

**2. SECURED PARTY**

Name MIDLANTIC NATIONAL BANK  
Address 499 THORNALL STREET, METRO PARK PLAZA, EDISON, NJ 08818

Person And Address To Whom Statement Is To Be Returned If Different From Above.

**3. Maturity date of obligation (if any)** \_\_\_\_\_

**4. This financing statement covers the following types (or items) of property: (list)**  
All accounts, inventory, contract right, equipment, goods, general intangibles, records and other property and proceeds thereof all as described on Schedule A attached hereto and made a part hereof.

**FILED WITH: ANNE ARUNDEL COUNTY CLERK, MD**

**CHECK  THE LINES WHICH APPLY**

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

KIDDE CONSULTANTS, INC.

By: [Signature]  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

MIDLANTIC NATIONAL BANK

By: [Signature]  
(Signature of Secured Party)

Jeffrey D. Marder

Type or Print Above Signature on Above Line

RECORD FEE 11.00  
POSTAGE .50  
#253190 0040 R04 115745  
12/16/88



11.00  
.60

SCHEDULE A  
to UCC Financing Statement

Debtor: KIDDE CONSULTANTS, INC. (previously known as KCI Acquisition, Inc.)

Secured Party: MIDLANTIC NATIONAL BANK

All right, title and interest of the Debtor which presently exist or which may hereafter arise, in, to and under (a) all claims for moneys due or to become due to the Debtor and all accounts (as defined in and within the meaning of the New Jersey Uniform Commercial Code, as amended (the "UCC")), whether now existing or hereafter arising, evidencing or representing indebtedness due to or become due to the Debtor or its accounts on account of goods sold or leased or to be sold or leased by the Debtor, services rendered or to be rendered by the Debtor, other than rights in contract of the Debtor against any third parties or rights licensed by the Debtor, (b) all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral (as hereinafter defined), (c) all goods (within the meaning of the UCC) and inventory of the Debtor, whether now owned or hereafter acquired, for sale or lease in the ordinary course of business, or furnished or to be furnished by the Debtor under contracts of service, or consumed in the business of the Debtor, (d) all equipment (within the meaning of the UCC), including all fixtures, furniture and improvements, whether now owned or hereafter acquired, including any items substituted therefor as replacements, and any additions and accessions thereto, (e) all of Debtor's contract rights and general intangibles (as defined in and within the meaning of the UCC), (f) all other property of the Debtor, whether mortgage needed for real property or personal and whether now owned or hereafter acquired and (g) all proceeds (as defined in and within the meaning of the UCC) and substitutions of the items described in (a) through (f) above (all items described in (a) through (g) being herein collectively called the "Collateral").

STATE OF MARYLAND

File with: Anne Arundel Co.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 535 468

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ EXEMPT\*

If this statement is to be recorded in land records check here.

275737

\*Pursuant to Section 12-108(k)(4) of the Tax-Property Article

This financing statement Dated 12/14/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kidde Consultants, Inc.

Address 1020 Cromwell Bridge road, Baltimore, MD 21204

2. SECURED PARTY

Name Kidde, Inc.

Address c/o Hanson Industries 100 Wood Ave. South, Iselin, NJ 08830  
Attn: General Counsel

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All of Debtor's now owned and existing and hereafter acquired accounts, inventory, contracts, documents, general intangibles, instruments, all other goods and personal property, wheresoever located, as more particularly described on Exhibit A attached hereto.

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#253200 0040 RM# 115145  
12/16/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

11.00  
50

(Signature of Debtor)

Kidde Consultants, Inc.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Kidde, Inc.

Type or Print Above Signature on Above Line



535 469

Exhibit A

Financing Statement between KIDDE, INC., as Secured Party, and  
KIDDE CONSULTANTS, INC. as Debtor

This financing statement covers all right, title and interest of Debtor which presently exist or which may hereafter arise, in, to and under:

(a) all claims for moneys due or to become due to the Debtor and all accounts (as defined in and within the meaning of the New Jersey Uniform Commercial Code, as amended (the "UCC")), whether now existing or hereafter arising, evidencing or representing indebtedness due to or become due to the Debtor or its accounts on account of goods sold or leased or to be sold or leased by the Debtor, services rendered or to be rendered by the Debtor, other than rights in contract of the Debtor against any third parties or rights licensed by the Debtor, (b) all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral (as hereinafter defined), (c) all goods (within the meaning of the UCC) and inventory of the Debtor, whether now owned or hereafter acquired, for sale or lease in the ordinary course of business, or furnished or to be furnished by the Debtor under contracts of service, or consumed in the business of the Debtor, (d) all equipment (within the meaning of the UCC), including all fixtures, furniture and improvements, whether now owned or hereafter acquired, including any items substituted therefor as replacements, and any additions and accessions thereto, (e) all of Debtor's contract rights and general intangibles (as defined in and within the meaning of the UCC), (f) all other property of the Debtor, whether mortgage needed for real property or personal and whether now owned or hereafter acquired and (g) all proceeds (as defined in and within the meaning of the UCC) and substitutions of the items described in (a) through (f) above (all the items described in (a) through (g) being herein collectively called the "Collateral").

1271/51513.55



STATE OF MARYLAND

535 470

FINANCING STATEMENT FORM UCC-1

Identifying File No. # 14703

275738

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2150.06

If this statement is to be recorded in land records check here.

This financing statement Dated 12-06-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RONALD & PAULA TASKER

Address 441 GATEWOOD CT GLEN BURNIE, MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P O BOX 997 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6-18-91

4. This financing statement covers the following types (or items) of property: (list)

CERTAIN HOUSEHOLD GOOD & OTHER CONSUMER PERSONAL PROPERTY

Name and address of Assignee

BYCL (4)  
COMPUTER  
STEREO EQUIP  
TV'S (4)  
VCR

RECORD FEE 12.00  
RECORD TAX 17.50  
POSTAGE .30  
#253210 C040 R04 T15146  
12/16/88

CHECK  THE LINES WHICH APPLY

BL CLERK

12.00  
17.50  
1.50  
30.00

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ronald D. Tasker  
(Signature of Debtor)

RONALD D TASKER  
Type or Print Above Name on Above Line

Paula Tasker  
(Signature of Debtor)

PAULA Y TASKER  
Type or Print Above Signature on Above Line

Mary K Bryant  
(Signature of Secured Party)

MARY K BRYANT  
Type or Print Above Signature on Above Line

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1223.33

If this statement is to be recorded in land records check here.

This financing statement Dated 12-05-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ERIC AND STEPHANIE C SHIFLETT
Address 7837 AMERICANA CIRCLE #202
GLEN BURNIE, MD 21061

14692

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
PO BOX 997
Address GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

12.00
10.50
.50
23.00

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY.

RECORD FEE 12.00
RECORD TAX 10.50
POSTAGE .50
#253100 0040 R-4 7/8/10

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

12/19/08

BL
CLERK

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Eric S Shiflett
(Signature of Debtor)

ERIC S SHIFLETT
Type or Print Above Name on Above Line

Stephanie C Shiflett
(Signature of Debtor)

STEPHANIE C SHIFLETT
Type or Print Above Signature on Above Line

Monica D Zenittini
(Signature of Secured Party)

MONICA D ZENITTINI CSR
Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 535 W 472

Identifying File No. 14682

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1738.76

If this statement is to be recorded in land records check here.

275740

This financing statement Dated 12/01/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES A. SHROUT

Address 8140 HAROLD CT. 3-A GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

STEREO SYSTEM

RECORD FEE 11.00

RECORD TAX 14.00

POSTAGE .50

#253410 0040 R04 T07130

12/17/88

BL CLERK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James A ShROUT  
(Signature of Debtor)

JAMES A. SHROUT  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan  
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.  
Type or Print Above Signature on Above Line

11.60  
14.00  
-50  
25.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275741

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1240.80

If this statement is to be recorded in land records check here.

This financing statement Dated 12-06-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ESTELLE BROWN #14702

Address 6427 GRAFTON GARTH CT GLEN BURNIE, MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES INC

Address PO BOX 997 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50
#253420 0040 R04 T07431
12/17/88

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Estelle E Brown
(Signature of Debtor)

ESTELLE BROWN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D Zenittini
(Signature of Secured Party)

MONICA D ZENITTINI CSR
Type or Print Above Signature on Above Line



Handwritten notes: 11.00, 10.50, .50, 22.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14594 275742

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1223.33

If this statement is to be recorded in land records check here.

This financing statement Dated 11-10-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Barbara Killen
Address 106 E Furnace Branch Rd. Glen Burnie Md 21061

2. SECURED PARTY

Name Avco Financial Services
Address P O Box 997

Glen Burnie Md 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

16.00
10.80
-50
27.00

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

Jewelry
Photographic Equip
TV's
Video camcorder

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .30
#253430 0040 R04 709:33
12/19/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor

Barbara Killen
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

Mary Bryant
Type or Print Above Signature on Above Line

11.50



535-475 —

35 476

Identifying File No. 275747

# not used

SIGNATURES MUST BE IN INK

If this statement is to be recorded in land records check here.

Filing officer for filing pursuant to the

12-19-88

MD 21061

Changed If Different From Above.

Property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

11.00  
14.00  
1.50  
26.50

RECORD FEE 11.00  
RECORD TAX 14.00  
POSTAGE .50  
#253440 1040 104 109134  
12/19/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Nancy Clark*

(Signature of Debtor)  
NANCY CLARK

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Monica D Zenittini*

(Signature of Secured Party)  
MONICA D ZENITTINI CSR

Type or Print Above Signature on Above Line

BL  
CLERK

535-475 --

# not used

12-19-88

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1975.20

If this statement is to be recorded in land records check here.

This financing statement Dated 11-30-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NANCY CLARK  
Address 35 CHESTER CI GLEN BURNIE, MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES  
Address PO BOX 997 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

RECORD FEE 11.00  
RECORD TAX 14.00  
POSTAGE .50  
#253440 0040 104 109434  
12/19/88

11.00  
14.00  
1.50  
26.50

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

BL  
CLERK

Nancy Clark  
(Signature of Debtor)  
NANCY CLARK

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D Zenittini  
(Signature of Secured Party)  
MONICA D ZENITTINI CSR

Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

535 477

Identifying File No. 14634

275745

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4027.24

If this statement is to be recorded in land records check here.

This financing statement Dated 11/17/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JERRY L. & GLORIA STEVENSON

Address 7977 CITADEL DR. SEVERN, MD. 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

BICYCLE  
PHOTO EAP  
TV  
VCR

RECORD FEE 12.00  
RECORD TAX 31.50  
POSTAGE .50  
#33450 0040 101 TOP#36  
12/19/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Jerry L. Stevenson*  
(Signature of Debtor)

JERRY L. STEVENSON  
Type or Print Above Name on Above Line

*Gloria Stevenson*  
(Signature of Debtor)

GLORIA STEVENSON  
Type or Print Above Signature on Above Line

*Gina Jordan*  
(Signature of Secured Party)

GINA JORDAN ADMIN. ASSLT  
Type or Print Above Signature on Above Line

BL  
CLERK

12.00  
31.50  
.50  
44.00

12-31-88

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275746

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 707.30

If this statement is to be recorded in land records check here.

This financing statement Dated 11-22-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RICHARD J AUCLAIR
Address 1835 C REECE RD FT MEADE MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address PO BOX 997 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

RECORD FEE 11.00
RECORD TAX 7.00
POSTAGE .50
#253460 0040 004 109:37
12/19/08

BL CLERK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Richard J Auclair
(Signature of Debtor)
RICHARD J AUCLAIR
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Monica D Zivittini
(Signature of Secured Party)
MONICA D ZIVITTINI CSR
Type or Print Above Signature on Above Line

11.00
7.00
.50
18.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 535 PAGE 479  
Identifying File No. 14665

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

275747

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2803.77

If this statement is to be recorded in land records check here.

This financing statement Dated 11/25/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WILLIAM A. & CYNTHIA M. CAINES  
Address 1720 CARRIAGE CT. SEVERN, MD. 21144

2. SECURED PARTY

Name SAVCO FINANCIAL SERVICES CO.  
Address 7164-d FURNACE BRANCH RD. GLEN BURNIE MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

CERTAIN HOUSEHOLD GOODS AND CONSUMER PERSONAL PROPERTY: CHINA CLOSET, 24" WESTERN AUTO BI-CYCLE, 25 AUTO REMINGTON, YAMAHAS 35mm CAMERA, LENOX 35mm CAMERA, 600 POLAROID 3 RCA CLOCKS, ASST. RODS/REELS, 24" RCA CONSOLE, 19" GOLDSTAR, RCA VCR, RCA MICROWAVE

Name and address of Assignee

RECORD FEE 12.00  
RECORD TAX 21.00  
POSTAGE .50

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

#253470 U040 P04 109:38  
12/19/88

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

*x William A. Caines*  
(Signature of Debtor)

WILLIAM A. CAINES  
Type or Print Above Name on Above Line

*x Cynthia M. Caines*  
(Signature of Debtor)

CYNTHIA M. CAINES  
Type or Print Above Signature on Above Line

*S. C. Campbell*  
(Signature of Secured Party)

S. C. CAMPBELL, ASST. MGR.  
Type or Print Above Signature on Above Line

12.00  
21.00  
50  
33.50

STATE OF MARYLAND

BOOK 535 PAGE 480

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14659

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

275748

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$1442.21

If this statement is to be recorded in land records check here. [ ]

This financing statement Dated 11/25/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EVELYN M. & JOHN OWENS

Address 1902 A COPELAND ST. ANNAPOLIS, MD. 21401

2. SECURED PARTY

Name AVCO FINANCIAL SERVCIES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

12.00  
10.50  
.50  
23.00

RECORD FEE 12.00  
RECORD TAX 10.50  
POSTAGE .50  
#253400 0040 R04 T09137  
12/19/88

CHECK [X] THE LINES WHICH APPLY

- 6. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
[ ] (Proceeds of collateral are also covered)
[ ] (Products of collateral are also covered)

[Signature] (Signature of Debtor)

EVELYN M. OWENS Type or Print Above Name on Above Line

[Signature] (Signature of Debtor)

JOHN OWENS Type or Print Above Signature on Above Line

[Signature] (Signature of Secured Party)

GINA JORDAN ADMIN. ASST. Type or Print Above Signature on Above Line

12 1050 50

STATE OF MARYLAND

BOOK 535 PAGE 481

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275749

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2911.54

If this statement is to be recorded in land records check here.

This financing statement Dated 12-13-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MAURICE AND JEAN HEALY

Address 3518 MARBLE ARCH DR PASADENA, MD 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 997 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

Bicycle, Binoculars/ Telescope, Lawn Mower, Cannon Camera, Ping Pong Table, Tape Player, Stereo Equip, TV, Hand Tools, Paint Sprayer, Utility Trailer

CHECK THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 12.00  
RECORD TAX 21.00  
POSTAGE .50  
R253490 0040 R04 109:39  
12/19/88

*Maurice A Healy*  
(Signature of Debtor)

MARICE HEALY

Type or Print Above Name on Above Line

*Jean Healy*  
(Signature of Debtor)

JEAN HEALY

Type or Print Above Signature on Above Line

*Monica D Zenttini*  
(Signature of Secured Party)

MONICA D ZENTTINI CSR

Type or Print Above Signature on Above Line

12.00  
21.00  
+.50  
33.50

STATE OF MARYLAND

535 482  
Identifying File No. 14736

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$3415.51

If this statement is to be recorded in land records check here.

275750

This financing statement Dated 12/13/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT E. BRADY  
Address 2480 REDFALL CT. GAMBRILLS, MD. 21054

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES  
Address P.O. BOX 997  
GLEN BURNIE, MD. 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

11.00  
24.50  
.50  
36.00

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 11.00  
RECORD TAX 24.50  
POSTAGE .50  
#253500 0040 R04 T09+41

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

12/19/88

X Robert Brady  
(Signature of Debtor)

ROBERT E. BRADY  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Steve Campbell  
(Signature of Secured Party)

STEVE CAMPBELL ASST. MGR.  
Type or Print Above Signature on Above Line

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records and Financing Statement Records of Anne Arundel County, Maryland.
- 2.  To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 3.  Not Subject to Recordation Tax.
- 4.  Recordation Tax has been paid on the principal amount of \$90,000.00 in connection with the filing of the Purchase Money Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor Name Address  
 Phase II Systems, Inc. 107 Eastern Avenue  
 Annapolis, Maryland 21403

6. Secured Party Address  
 The Annapolis Banking and Trust Company Church Circle  
 Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Purchase Money Deed of Trust dated December 9<sup>th</sup>, 1988 from Debtor to John M. Suit, II and David D. Truitt, Trustees (the Purchase Money Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that, pursuant to the Purchase Money Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

LAW OFFICES  
 MANIS,  
 WILKINSON, SNIDER &  
 GOLDSBOROUGH  
 CHARTERED  
 P. O. BOX 1911  
 ANNAPOLIS, MD 21404  
 (301) 263-8255

13 1

AB004.51

535 484

DEBTOR:

PHASE II SYSTEMS, INC., a  
Maryland corporation

SECURED PARTY:

THE ANNAPOLIS BANKING AND  
TRUST COMPANY

BY: *Robert R. Breshears* (SEAL)  
ROBERT R. BRESHEARS, President

BY: *John M. Suit, II* (SEAL)  
JOHN M. SUIT, II  
Executive Vice President

Mr. Clerk: Please return to William H. Buck, P.O. Box 1911,  
Annapolis, Maryland 21404.

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8255

BOOK 535 485

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Unit Numbered S-19 of a Condominium Regime known as "THE RENARD COURT CONDOMINIUM", as the same is established by a Condominium Declaration, dated July 28, 1988, and recorded on the 2nd day of August, 1988, in Liber HES 4660, folio 50, and First Amendment to Declaration dated November 21, 1988 and recorded on November 21, 1988, in Liber 4740, folio 309, as shown on the Plat(s) of THE RENARD COURT CONDOMINIUM, PHASE II, an Office/Warehouse Condominium, recorded in Condominium Plat Book No. 39, Pages 44 through 46, Plat Nos. E-1944 through E-1946, all inclusive, all among the Land Records of Anne Arundel County, Maryland.

TOGETHER with an undivided percentage interest in the common elements of said Condominium in fee simple, pursuant to Condominium Declaration and By-Laws and First Amendment to Declaration recorded among the aforesaid Land Records.

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8655

Transaction is not subject  
to Recordation Tax.

275756

535 486

STATE OF MARYLAND

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name first) and mailing address:

OVERSEAS TELECOMMUNICATIONS, INC.  
1033 NORTH FAIRFAX STREET, SUITE 404  
ALEXANDRIA, VA 22313

Secured Party(ies) Name and address:

PERPETUAL SAVINGS BANK, F.S.B.  
1440 NEW YORK AVENUE, N.W., SUITE 200  
WASHINGTON, DC 20005

For Filing Officer (Date, Time, Number and Filing Office):

This Financing Statement covers the following types (or items) of collateral (If collateral is crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All of the Debtor's right, title and interest in and to all assets of the Debtor, whether now owned or hereafter acquired, including without limit (all of which collectively shall be known as the "Collateral"); [Collateral description continued on the Continuation Sheet attached hereto, which is hereby made apart hereof]

Name and address of Assignee of Secured Party:

Name and address of record owner or lessee of real estate concerned:

Check  if covered:  Proceeds of collateral are also covered.  Products of collateral are also covered.

Number of additional sheets presented: 2

Filed with: Anne Arundel County, Clerk of the Circuit Court

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check appropriate box)

already subject to a security interest in the state of \_\_\_\_\_ when it was brought into this state, or

which is proceeds of the original collateral described above in which a security interest was perfected.

OVERSEAS TELECOMMUNICATIONS, INC.

By:

Signature(s) of Debtor(s)

PERPETUAL SAVINGS BANK, F.S.B.

By:

Signature(s) of Secured Party(ies)

Neil Hazard/Vice President

Robert E. Harris/Vice President

RECORD FEE 13.00  
POSTAGE .50  
#249930 CTTT R03 T15:37  
12/19/88

CONTINUATION SHEET

(a) All tangible personal property owned, held, or acquired by the Debtor, including but not limited to all of the Debtor's machinery and equipment, all fixed assets of the Debtor, and all of the Debtor's present and future inventory, including goods, wares, and merchandise, whether held for sale or lease or furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods;

(b) All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements, and forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, security interests, rights, remedies, and privileges pertaining to any of the foregoing (collectively "Receivables");

(c) All other intangible personal property owned, held, or acquired by the Debtor, including but not limited to all permits, franchises, contracts, memberships, licenses (subject to approval of governmental authorities, if necessary), trademarks and trade names, patent and patent rights, fictitious name rights, manufacturing and engineering specifications, drawings, manuals, technical information, leasehold interests (whether as lessor or lessee) and engineering data;

(d) Any and all products, proceeds, accessions, substitutions, or additions to any of the foregoing whether in cash or noncash form; and

(e) Any and all of the Debtor's records, documents, or files, in whatever form, pertaining to any of the foregoing.

STATE OF MARYLAND  
ANNE ARUNDEL COUNTY  
FINANCING STATEMENT FORM UCC-1

535 489  
Identifying File No. ~~275757~~

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Fiber Technology, Inc. DBA Water-Ways

Address 5303 Coastal Hwy. Ocean City, MD 21842 & 2104 Generals Highway, Annapolis, MD 21401

2. SECURED PARTY

Name Transamerica Commercial Finance Corporation

Address P.O. Box 3190

Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All inventory of whatever kind or nature, including but not limited to boats, boat trailers, boat motors, marine equipment and accessories whether attached to the boats or boat trailers or otherwise, wherever located, now owned or hereafter acquired or in the possession, custody or control of Debtor, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, equipment, instruments, chattel paper, general intangibles, accounts or otherwise).

NOT SUBJECT TO RECORDATION TAX.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Fiber Technology, Inc. DBA Water-Ways  
[Signature]  
(Signature of Debtor)

Bruff Proctor, President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Transamerica Commercial Finance Corporation

Jacqueline R. Holmes  
(Signature of Secured Party)

Jacqueline R. Holmes, Dist. Mgr.

Type or Print Above Signature on Above Line

RECORD FEE 12.00  
POSTAGE .50  
#652180 1237 R02 108:58  
12/20/88

INDEMNITY FINANCING STATEMENT

---

To be recorded among the Financing Statement Records of Anne Arundel County.

---

This Financing Statement evidences and publicizes the lien and provisions of a certain Indemnity Deed of Trust and Security Agreement of even date herewith (the "Deed of Trust") securing a Guaranty by **LEROY M. MERRITT** ("Guarantor"), which Guaranty was given to guarantee a loan from the Secured Party named herein to Merritt Family Limited Partnership No. 2, a Maryland limited partnership ("Debtor") in the principal amount of \$3,375,000.00. No recordation taxes were due or payable upon the recordation of the Deed of Trust in the Land Records of Anne Arundel County, Maryland.

NAME OF GUARANTOR:

LEROY M. MERRITT

ADDRESS OF GUARANTOR:

2066 Lord Baltimore Drive  
Baltimore, Maryland 21207

NAME OF SECURED PARTY:

THE MANUFACTURERS LIFE  
INSURANCE COMPANY

ADDRESS OF SECURED PARTY:

200 Bloor Street East  
Toronto, Canada M4W IE5  
Attn: U. S. Mortgage Dept.

1. This Financing Statement covers the following items of property:
  - A. All personal property, construction materials, chattels, fixtures and equipment now or at any time hereafter owned by Guarantor and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens,

12

storm windows, doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods, fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.

- B. Proceeds of the above described collateral.
  - C. All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; all present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, options, permits, public works agreements, bonds, deposits, payments, refunds, return of premiums, charges and fees thereunder relating or appertaining to the real property encumbered by the Deed of Trust, including also (i) all books, records, contracts, surveys, plans and specifications, drawings and other documents pertaining to the construction of the improvements now or hereafter to be constructed on the premises encumbered by the Deed of Trust, and (ii) all licenses, permits and authorizations whatsoever issued to or for the benefit of the premises and the use of the improvements thereon described in the Deed of Trust hereinafter mentioned, and (iii) all right, title and interest of Guarantor as landlord under certain leases conveyed and assigned to Secured Party pursuant to an Indemnity Assignment of Lessor's Interest in Leases and Guarantees executed and dated of even date herewith.
  - D. Any and all awards or payments, including interest thereon and the right to receive the same, which may be made with respect to the real property encumbered by the Deed of Trust, or any improvements thereon, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon, and the attorneys' fees, costs, and disbursements incurred in connection with the collection of any such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, situate at 150 and 152 Blades Lane, Glen Burnie, Anne Arundel County, Maryland as more fully described in Schedule A attached hereto and in the Indemnity Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Baltimore County, Maryland, said Indemnity Deed of Trust and Security Agreement and the aforesaid Indemnity Assignment of Lessor's Interest in Leases and Guarantees constituting the Security Agreement to this secured transaction.

Dated: December 15, 1988

WITNESS:

*Arthur H. B.*

*Leroy M. Merritt*  
Leroy M. Merritt

## SCHEDULE A

BEGINNING for the same at the point formed by the intersection of the easternmost right-of-way line of the Arundel Expressway, as shown on S.H.A. Plat No. 40938, with the third line of that parcel of land described in the conveyance from Richard L. Hammond et al to Charles A. Hamlen, Jr. and wife by deed dated June 30, 1920 and recorded among the land records of Anne Arundel County MD in Liber WNW 32 at Page 322; thence leaving said easternmost right-of-way line and running along part of the said third line of the above-mentioned conveyance, as extended from a survey performed by C.D. Meekins & Associates and shown on a plat entitled "Prepared for Joy Reclamation Co., Part of Charles A. Jr. and Martha R. Hamlen Property," recorded among the land records of Anne Arundel Co. MD in Liber 3381 at Page 497, and referring the courses of this description to the Maryland State Grid Meridian, South 81 degrees 07 minutes 05 seconds East 253.59 feet, to the end of the above-mentioned third line; thence running along part of the fourth line of the above-mentioned conveyance, North 08 degrees 46 minutes 53 seconds East 1174.78 feet, to a point formed by the intersection of said fourth line with the southernmost right-of-way line of Blades Lane, as shown on the above-mentioned right-of-way plat; thence continuing along the above-mentioned fourth line and binding along the westernmost termination of Blades Lane, North 08 degrees 46 minutes 53 seconds East 27.50 feet; thence leaving the above-mentioned westernmost termination of Blades Lane and running along part of the fifth line of the above-mentioned conveyance, as extended from the above-mentioned survey by C.D. Meekins & Associates, North 80 degrees 57 minutes 08 seconds West 272.33 feet, to intersect the easternmost right-of-way line of the Arundel Expressway, as shown on the above-mentioned right-of-way plat; thence binding on said easternmost right-of-way line the following courses and distances:

- 1.) South 07 degrees 53 minutes 11 seconds West 41.77 feet,
- 2.) South 08 degrees 59 minutes 01 seconds West 600.94 feet,
- 3.) South 06 degrees 58 minutes 51 seconds West 500.00 feet, and
- 4.) South 04 degrees 32 minutes 57 seconds West 60.82 feet to the point of beginning;  
CONTAINING 7.428 acres of land, more or less.

E/019-kl  
File: 1882526

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s): Estimation, Inc. Address(es): 805-L Barkwood Court  
Linthicum Heights, Maryland 21090

6. Secured Party: Maryland National Bank Address: Department: Anne Arundel Review Unit  
Post Office Box 987, Mailstop 500-270  
Attention: Maria Yon Baltimore, Maryland 21203  
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

*Description of Collateral (or Real Property). (Continued on Schedule A).*

Debtor: Estimation, Inc.  
By: Gary W. Kissinger (Seal)  
Type name and title, if any Gary W. Kissinger  
Executive Vice President,  
Secretary/Treasurer (Seal)  
Type name and title, if any

Secured Party: Maryland National Bank  
By: Laura R. Richardson (Seal)  
Type name and title Laura R. Richardson  
Commercial Banking Officer

### MARYLAND NATIONAL BANK

Mail To:  
Maryland National Bank  
Credit Collateral Unit  
P.O. Box 871  
Annapolis, Maryland 21404

Accrued

BOOK 535 495

275760

FINANCING STATEMENT

TO BE RECORDED AMONG THE  
FINANCING STATEMENT RECORDS OF:

NOT SUBJECT TO  
RECORDATION TAX

- (a) the Maryland State Department  
of Assessments and Taxation  
(b) Anne Arundel County, Maryland  
(c) Montgomery County, Maryland  
AND THE LAND RECORDS OF  
ANNE ARUNDEL COUNTY, MARYLAND

RECORD FEE 30.00  
POSTAGE .50  
#352330 6237 REC 12/21/88  
12/21/88

This Financing Statement is presented to a Filing  
Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR ODENTON SHOPPING CENTER LIMITED  
PARTNERSHIP  
c/o Mr. Randall J. Levitt  
Suite 600  
6001 Montrose Road  
Rockville, Maryland 20852

2. NAME AND ADDRESS OF SECURED PARTY WOODLAND INVESTMENT COMPANY  
c/o Nellis Corporation  
Suite 600  
6001 Montrose Road  
Rockville, Maryland 20852

3. This Financing Statement covers the following types (or  
items) of property:

(a) The interest of the Debtor in all building  
materials, fixtures, equipment and tangible personal  
property of every kind and nature whatsoever now or  
hereafter located or contained in or upon or attached to,  
those parcels of real property located in Anne Arundel  
County, Maryland, and more particularly described in  
Exhibit A attached hereto and made a part hereof, and the  
improvements thereon (such real property and improvements  
being herein referred to as the "Real Property"), or any  
part thereof, and used or useable in connection with any  
present or future use or operations of the Real Property, or  
any part thereof, whether now owned or hereafter acquired by  
the Debtor or others, together with any and all alterations,  
additions, accessions and improvements thereto,  
substitutions therefor, and renewals and replacements  
thereof (collectively, the "Equipment Collateral"), and all  
Proceeds (hereinafter defined) thereof. The Real Property  
is also described in a certain Deed of Trust dated  
November 15, 1988 (the "Closing Date") between the Debtor  
and Mark A. Levitt and Richard B. Toran, Trustees (the

"Deed of Trust"). The Debtor is or will be a record owner of the Real Property at the time the security interest described herein shall attach to the property described herein.

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or the Equipment Collateral or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or the Equipment Collateral or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or the Equipment Collateral or any portion thereof, or any of the other property described in this Financing Statement, or any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, earnings, income, general intangibles and other benefits of the Real Property or the Equipment Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto.

(e) All right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Real Property or the Equipment Collateral or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, and all contract rights, accounts receivable and general intangibles growing out of or in connection with such leases and subleases, together with all Proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

535 - 497

(f) All right, title and interest the Debtor has or may hereafter acquire in or arising out of any contract of sale or option to purchase or similar agreement relating to all or any portion of the Real Property.

5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to the Deed of Trust.

Debtor:  
ODENTON SHOPPING CENTER  
LIMITED PARTNERSHIP, a Maryland  
limited partnership

Secured Party:  
WOODLAND INVESTMENT COMPANY

By: Nellis Corporation  
General Partner

By: Randall J. Gunt  
Vice President  
Authorized Officer

By: Mark A. Levitt  
President

Filing Officer: Return to: Thomas L. Patterson, Esquire  
Content, Tatusko, Patterson, Siegel  
& Blinkoff, Chartered  
Suite 600  
1225 19th Street, N.W.  
Washington, D.C. 20036

A2990

# McCRONE

Nellis Corporation  
 Job No. 101470309  
 October 5, 1988  
 Revised November 7, 1988

McCrone, Inc.  
 Engineers • Land Planners • Land Surveyors

REPLY TO:

DESCRIPTION OF  
 16.090 ACRES OF LAND, MORE OR LESS (PARCEL 1A)  
 ODENTON DEVELOPMENT COMPANY  
 ODENTON  
 FOURTH TAX DISTRICT  
 ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a P.K. nail set on the Northeast right-of-way line of Maryland Route 677 at the beginning of the First or North 61° 20' 00" West 101.25 feet line of the First Parcel of that land granted and conveyed by Stanley J. Yaffe, et al, to Odenton Development Company by deed dated September 30, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2896 a Folio 292, and running thence with and binding on the said First line through the Tenth line of the aforesaid First Parcel of land, the following ten (10) courses and distances, with meridian based on Anne Arundel County Grid North, viz:

1. North 68° 33' 58" West 101.25 feet,
2. North 69° 35' 58" West 109.60 feet,
3. North 73° 05' 58" West 85.53 feet,
4. North 75° 35' 58" West 79.18 feet,
5. North 75° 54' 18" West 157.48 feet to a P.K. nail found,
6. North 76° 12' 41" West 238.11 feet to an iron pipe found,
7. North 75° 17' 37" West 138.41 feet,
8. North 72° 46' 58" West 126.94 feet,
9. North 70° 34' 58" West 145.09 feet, and
10. North 68° 07' 58" West 166.50 feet to an iron pipe set on the East right-of-way line of the Baltimore Gas & Electric Transmission line, 150 feet wide at the end of the Fourteenth or South 08° 11' 20" West 194.90 feet line of that parcel of land taken by Baltimore Gas & Electric Company from Odenton Development Corporation by an Inquisition dated April 23, 1964 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1750 at Folio 175, thence binding on said Fourteenth line and the Thirteenth line, reversely, the following two (2) courses and distances, viz:

ANNAPOLIS  
 267-9821  
 Balto 268-0531  
 Washington 261-2806

CENTREVILLE  
 754-2237  
 Balto 268-6402

CHESTERTOWN  
 778-3272  
 Balto 268-6488

DENTON  
 478-3608

EASTON  
 822-3322  
 Balto 268-7678  
 Cambridge  
 228-1292

ELKTON  
 366-1550  
 Balto 878-7290

LEONARDTOWN  
 478-6622  
 Washington 870-2262

PRINCE FREDERIC  
 535-4510  
 Washington 864-1788

11. North 08° 01' 42" East 194.90 feet to an iron pipe set, and
  12. North 08° 03' 09" West 255.52 feet to an iron pipe set at the beginning of the Thirteenth line of the First Parcel of that land by deed mentioned above, thence leaving said Transmission line and binding on the Thirteenth through Twenty-First lines of said First Parcel the following ten (10) courses and distances, viz:
    13. South 57° 06' 37" East 37.68 feet to a P.K. nail found,
    14. North 34° 54' 34" East 196.58 feet to an iron pipe found,
    15. South 55° 05' 26" East 204.22 feet to a P.K. nail set,
    16. North 37° 08' 34" East 154.49 feet to an iron pipe set on the Southwest right-of-way line of Maryland Route 175 as shown on Maryland State Roads Commission Plat Np. 36521, thence binding on said right-of-way line the following six (6) courses and distances, viz:
      17. South 52° 39' 00" East 747.61 feet,
      18. South 37° 21' 00" West 28.00 feet,
      19. South 52° 39' 00" East 38.00 feet,
      20. North 37° 21' 00" East 28.00 feet,
      21. South 52° 38' 21" East 2.70 feet, and
      22. 503.49 feet along the arc of a curve to the right having a radius of 3803.72 feet and a chord bearing of South 48° 50' 49" East 503.13 feet to an iron pipe set at the beginning of the Closing line of the aforesaid First Parcel, thence binding on said Closing line, and passing through improvements encroaching on the parcel now being described, said improvements lying on the property of Exxon to the East,
    23. South 32° 32' 59" West 215.30 feet to the point of beginning, containing 16.090 acres of land, more or less, as now surveyed by McCrone, Inc. in September, 1988.
- BEING all of the First parcel of that land granted and conveyed by Stanley J. Yaffe, et al, to Odenton Development Company by deed dated September 30, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2896 at Folio 292.
- SUBJECT TO, HOWEVER:
- (1)-Easement areas as shown on Maryland S.R.C. Plat Nos. 3027, 3028, 36521 and 36522.
  - (2)-An easement and agreement by and between Odenton Development Corporation, et al, and the Anne Arundel County Sanitary Commission as described and shown in Liber 1680 at Folio 392.
  - (3)-An easement and agreement by and between Odenton Development Corporation, et al, and the Anne Arundel County Sanitary Commission as described and shown in Liber 1571 at Folio 180.

535 500

Page Three  
Nellis Corporation Revised Description  
November 7, 1988

EXHIBIT A, Page 3 of 9

(4)-An easement and agreement by and between Odenton Development Corporation and the Anne Arundel County Sanitary Commission as described and shown in Liber 1612 at Folio 384.

(5)-An easement and agreement by and between Odenton Development Corp, et al, and Anne Arundel County Sanitary Commission as described and shown in Liber 1706 at Folio 45.

(6)-A fifteen (15) feet wide storm drainage easement and a ten (10) feet wide widening strip as shown on a plat recorded among the Land Records of Anne Arundel County, Maryland in Liber 2938 at Folio 588.

(7)-Rights granted to Baltimore Gas & Electric Company as described in Liber 1415 at Folio 329.

JJB  
D12/051

535 501

# McCRONE

EXHIBIT A, Page 4 of 9

Nellis Corporation  
Job No. 101470309  
November 7, 1988

McCrone, Inc.  
Engineers • Land Planners • Land Surveyors

REPLY TO:

DESCRIPTION OF  
5.801 ACRES OF LAND, MORE OR LESS, (PARCEL 1B)  
ODENTON DEVELOPMENT COMPANY PROPERTY  
FOURTH TAX DISTRICT  
ODENTON, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe set at the intersection of the Northeast right-of-way line of Maryland Route 677 and the Western right-of-way line of the Baltimore Gas and Electric Transmission line (150 feet wide) as described in an Inquisition dated April 23, 1964 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1750 at Folio 175 between Baltimore Gas and Electric Company and Odenton Development Corporation, said point being further described as the beginning of the First or North 58° 51' West 74.87 feet line of the Second parcel of that land granted and conveyed by Stanley J. Yaffe, et al, to Odenton Development Company, by deed dated September 30, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2896 at Folio 292, and running thence with and binding on said First through Third lines of said parcel, being the Northeast right-of-way line of Maryland Route 677, the following three (3) courses and distances, with meridian based on Anne Arundel County Grid North, viz:

1. North 66° 04' 58" West 74.87 feet,
2. North 66° 06' 28" West 573.87 feet, and
3. North 65° 25' 58" West 48.56 feet to an iron pipe found, thence leaving the Northeast right-of-way line of Maryland Route 677 and binding on the Fourth through Eighth lines of the abovementioned parcel of land the following five (5) courses and distances, viz:

4. South 83° 24' 32" East 125.46 feet to an iron pipe set,
5. South 73° 21' 58" East 83.30 feet to an iron pipe set,
6. North 35° 02' 00" East 432.31 feet to an iron pipe set,
7. North 59° 00' 35" West 168.71 feet to an iron pipe found, and
8. North 35° 05' 53" East 393.20 feet to an iron pipe set, on the Southwest right-of-way line of Maryland Route 175 as shown on Maryland State Roads Commission Plat No. 36522, thence binding on said Southwest side of Maryland Route 175,

ANNAPOLIS  
267-6621  
Baltimore 266-0531  
Washington 261-2606

CENTREVILLE  
754-2237  
Baltimore 266-4402

CHESTERTOWN  
778-3272  
Baltimore 266-6486

DENTON  
478-3806

EASTON  
827-3322  
Baltimore 266-7578  
Cambridge  
228-1286

ELKTON  
386-1650  
Baltimore 575-7290

LEONARDTOWN  
475-6622  
Washington 870-2282

PRINCE FREDERIC  
535-4610  
Washington 855-1796

9. South  $52^{\circ} 39' 00''$  East 192.64 feet to an iron pipe set, at the intersection of the Southwest right-of-way line of Maryland Route 175 and the Western right-of-way line of the abovementioned Baltimore Gas and Electric Company Transmission line, thence leaving the Southwest side of Maryland Route 175 and binding on said Western right-of-way line of the Baltimore Gas and Electric Company Transmission line, the following three (3) courses and distances, viz:

10. South  $40^{\circ} 46' 43''$  West 183.12 feet to an iron pipe set,

11. South  $08^{\circ} 03' 09''$  East 628.19 feet to an iron pipe set, and

12. South  $08^{\circ} 01' 42''$  West 131.04 feet to the point of beginning, containing 5.801 acres of land, more or less, as surveyed by McCrone, Inc. in September 1988.

BEING all of the Second parcel of that land granted and conveyed by Stanley J. Yaffe, et al, to Odenton Development Company by deed dated September 30, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2896 at Folio 292.

JJB

D13/059

**MCCRONE**

Nellis Corporation  
 Job No. 101470309  
 November 7, 1988

McCrone, Inc.  
 Engineers • Land Planners • Land Surveyors

REPLY TO:

DESCRIPTION OF  
 5.116 ACRES OF LAND, MORE OR LESS, (PARCEL 2A)  
 H. D. EUSTLER, ET AL, PROPERTY  
 FOURTH TAX DISTRICT  
 ODENTON, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe found on the Northeast right-of-way line of Maryland Route 677 at the beginning of the First or North 57° 34' West 134.49 feet line of the Third parcel of that land granted and conveyed by Ralph L. Poehlmann to H. D. Eustler, et al, by deed dated October 11, 1965 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1910 at Folio 213, and running thence with and binding on said right-of-way the following two (2) courses and distances, with meridian based on Anne Arundel County Grid North, viz:

1. North 64° 57' 20" West 134.41 feet, and
2. North 59° 17' 59" West 100.08 feet to the intersection of the said Northeast right-of-way line and the Southeast line of a twenty (20) feet wide alley as shown on a plat of George H. Poehlmann's Subdivision recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 11 at Page 25, thence binding on the Southeast line of said twenty (20) feet alley, and passing over an iron pipe found at 181.61 feet on the following line,
3. North 28° 25' 15" East 483.11 feet to an iron pipe found at the end of the Fourth line of the abovementioned Third parcel, thence leaving said parcel and continuing with the Northeast side of a twenty (20) feet wide alley as shown on a plat by J. Revell Carr dated September 1954 and called as the Northeast side of street as established by J.D. Hicks October 1951,
4. North 34° 23' 04" East 35.58 feet to an iron pipe found at the Southwest corner of Lot 5 as shown on a plat entitled "East Odenton", dated April, 1900 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. 22 at Folio 452, thence binding on the Southwest line of said Lot 5, being the Northeast side of the twenty (20) feet wide street by J.D. Hicks as aforesaid,

ANNAPOLIS  
 267-0621  
 Bldg 788-0531  
 Washington 201-2808

CENTREVILLE  
 754-2237  
 Bldg 788-4402

CHESTERTOWN  
 778-3272  
 Bldg 788-5488

DENTON  
 478-3008

EASTON  
 822-3322  
 Bldg 288-7676  
 Cambridge  
 226-1282

ELKTON  
 384-1550  
 Bldg 875-7290

LEONARDTOWN  
 475-6622  
 Washington 876-2262

PRINCE FREDERICK  
 535-4510  
 Washington 865-1798

Nellis Corp. Description  
November 7, 1988

BOOK 535 - 504

EXHIBIT A, Page 7 of 9

5. South 59° 00' 35" East 310.04 feet to an iron pipe found at the Southeast corner of the aforementioned Lot 5, being the end of the Seventh or North 52° 42' 00" West, 155.33 feet line of the Second parcel of that land granted and conveyed by Stanley J. Yaffe, et al, to Odenton Development Company, by deed dated September 30, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2896 at Folio 292, thence binding reversely on said Seventh through Fourth lines, the following four (4) courses and distances, viz:

6. South 59° 00' 35" East 168.71 feet,
7. South 35° 02' 00" West 432.31 feet,
8. North 73° 21' 58" West 83.30 feet, and
9. North 83° 24' 32" West 125.46 feet to the point of beginning, containing 5.116 acres of land, more or less, as surveyed by McCrone, Inc. in September, 1988.

BEING:

(1)-All of parcels One and Three of that land granted and conveyed by Ralph L. Poehlmann to H.D. Eustler, et al, by deed dated October 11, 1965 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1910 at Folio 213.

(2)-All of that land granted and conveyed by Annie M. Isaac to Henry D. Eustler, et al, by deed dated December 23, 1967 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2133 at Folio 187.

(3)-All of that parcel of land granted and conveyed by Joseph W. Isaac, Jr., et ux, to Henry D. Eustler, et al, by deed dated June 16, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2862 at Folio 889.

SUBJECT TO, HOWEVER, a twenty (20) feet wide alley with use in common with others as referred to in a deed dated February 19, 1910 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. 75 at Folio 95.

JJB  
D13/060

**McCRONE**

Nellis Corporation  
 Job No. 101470309  
 October 4, 1988  
 Revised November 7, 1988

McCrone, Inc.  
 Engineers • Land Planners • Land Surveyors

REPLY TO:

DESCRIPTION OF  
 1.474 ACRES OF LAND, MORE OR LESS (PARCEL 2B)  
 HENRY D. EUSTLER, ET AL, PROPERTY  
 FOURTH TAX DISTRICT  
 ODENTON, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe found on the Southwest right-of-way line of Maryland Route 175, as shown on Maryland State Roads Commission Plat No. 36522, at the beginning of the First or South 42° 18' West 163.94 feet line of that parcel of land granted and conveyed by Elmer T. Eustler to Henry D. Eustler and Stanley J. Yaffe by deed dated August 4, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2528 at Folio 370, and running thence with and binding on said First line and the Second through Fourth lines of said parcel of land, the following four (4) courses and distances, with meridian based on Anne Arundel County Grid North, viz:

1. South 34° 54' 34" West 163.91 feet to an iron pipe set,
2. South 55° 05' 26" East 15.05 feet to an iron pipe found,
3. South 34° 54' 34" West 196.58 feet to a P.K. nail found, and
4. North 57° 06' 37" West 37.68 feet to an iron pipe set on the Eastern right-of-way line of the Baltimore Gas & Electric Transmission lines (150 feet wide) as described in an Inquisition dated April 23, 1964 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1750 at Folio 175 between Baltimore Gas & Electric Company and Odenton Development Corporation and the Eastern right-of-way line of the Baltimore Gas & Electric Transmission line as described in an Inquisition dated March 29, 1962 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1554 at Folio 75 between Baltimore Gas & Electric Company and William Fayerman Queen, et al, at the beginning of the Fifth line of that parcel of land described in the deed mentioned above, thence binding on said Fifth line and continuing with the Third or North 00° 41' West 75.31 feet line of that parcel of land granted and conveyed by Odenton Development Corporation to Henry D. Eustler and Stanley J. Yaffe by deed dated August 7, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2528 at Folio 374, one course

ANNAPOLIS  
 267-6821  
 Baltimore 298-0231  
 Washington 261-7808

CENTREVILLE  
 754-2237  
 Baltimore 298-4402

CHESTERTOWN  
 778-3272  
 Baltimore 298-5488

DENTON  
 478-3808

EASTON  
 822-3322  
 Baltimore 788-7878  
 Cambridge  
 228-1792

ELKTON  
 398-1560  
 Baltimore 578-7290

LEONARDTOWN  
 478-5527  
 Washington 878-2282

PRINCE FREDERICK  
 535-4510  
 Washington 855-1794

in all;

5. North 08° 03' 09" West 325.89 feet to a iron pipe set, thence binding on the Closing or North 48° 05' East 124.61 feet line of that parcel of land described in the deed Secondly mentioned above, and continuing with the Eastern right-of-way line of the Baltimore Gas & Electric Transmission line as aforesaid,

6. North 40° 46' 43" East 123.93 feet to an iron pipe found on th Southwest right-of-way line of Maryland Route 175, as aforesaid, thence binding on said right-of-way line, the following two (2) courses and distances, viz:

7. South 52° 39' 00" East 1.37 feet, and

8. South 55° 07' 06" East 230.66 feet to the point of beginning, containing 1.474 acres of land, more or less, as now surveyed by McCrone, Inc. in September, 1988.

BEING: (1) All of that parcel of land granted and conveyed by Elmer T. Eustler to Henry D. Eustler and Stanley J. Yaffe by deed dated August 4, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2528 at Folio 370, and (2) All of that parcel of land granted and conveyed by Odenton Development Corporation to Henry D. Eustler and Stanley J. Yaffe by deed dated August 7, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2528 at Folio 374.

SUBJECT TO, HOWEVER, an easement area as shown on Maryland State Roads Commission Plat No. 3028.

ALSO SUBJECT TO, HOWEVER, a thirty (30) feet easement with the use in common with others as shown on a plat by J.R. McCrone, Jr., Inc. dated June 17, 1972 entitled "Survey of 1.477 Acres, part of Odenton Development Corporation and E.T. Eustler Property."

JJB  
D12/049

535 507

FINANCING STATEMENT

275761

TO BE RECORDED AMONG THE  
FINANCING STATEMENT RECORDS OF:  
(a) the Maryland State Department  
of Assessments and Taxation  
(b) Anne Arundel County, Maryland  
(c) Montgomery County, Maryland  
AND THE LAND RECORDS OF  
ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO  
RECORDATION TAX

RECORD FEE 30.00  
POSTAGE .50  
#352370 1237 P02 11:17  
12/20/88

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR  
ODENTON SHOPPING CENTER LIMITED PARTNERSHIP  
c/o Mr. Randall J. Levitt  
Suite 600  
6001 Montrose Road  
Rockville, Maryland 20852
2. NAME AND ADDRESS OF SECURED PARTY  
YAFFE & EUTSLER PARTNERSHIP  
c/o P.O. Box 340  
Odenton, Maryland 21113

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of the Debtor in all building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to, those parcels of real property located in Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof, and the improvements thereon (such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or operations of the Real Property, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, together with any and all alterations, additions, accessions and improvements thereto, substitutions therefor, and renewals and replacements thereof (collectively, the "Equipment Collateral"), and all Proceeds (hereinafter defined) thereof. The Real Property is also described in a certain Deed of Trust dated November 15, 1988 (the "Closing Date") between the Debtor and Mark A. Levitt and Richard B. Toran, Trustees (the

"Deed of Trust"). The Debtor is or will be a record owner of the Real Property at the time the security interest described herein shall attach to the property described herein.

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or the Equipment Collateral or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or the Equipment Collateral or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or the Equipment Collateral or any portion thereof, or any of the other property described in this Financing Statement, or any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, earnings, income, general intangibles and other benefits of the Real Property or the Equipment Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto.

(e) All right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Real Property or the Equipment Collateral or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, and all contract rights, accounts receivable and general intangibles growing out of or in connection with such leases and subleases, together with all Proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

535 509

(f) All right, title and interest the Debtor has or may hereafter acquire in or arising out of any contract of sale or option to purchase or similar agreement relating to all or any portion of the Real Property.

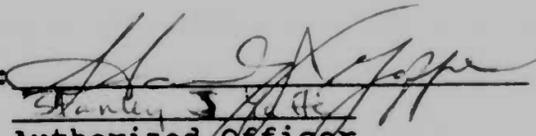
5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

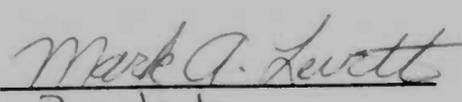
6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to the Deed of Trust.

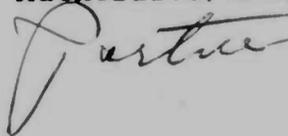
Debtor:  
ODENTON SHOPPING CENTER  
LIMITED PARTNERSHIP, a Maryland  
limited partnership

Secured Party:  
YAFFE & EUTSLER PARTNERSHIP.

By: Nellis Corporation  
General Partner

By:   
Authorized Officer

By:   
President

  
Partner

Filing Officer: Return to: David Abramoff, Esq.  
250 W. Pratt Street  
Suite 800  
Baltimore, MD 21201

A2990

**MC CRONE** 535 510

Nellis Corporation  
 Job No. 101470309  
 October 5, 1988  
 Revised November 7, 1988

McCrone, Inc.  
 Engineers • Land Planners • Land Surveyors

REPLY TO:

DESCRIPTION OF  
 16.090 ACRES OF LAND, MORE OR LESS (PARCEL 1A)  
 ODENTON DEVELOPMENT COMPANY  
 ODENTON  
 FOURTH TAX DISTRICT  
 ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a P.K. nail set on the Northeast right-of-way line of Maryland Route 677 at the beginning of the First or North 61° 20' 00" West 101.25 feet line of the First Parcel of that land granted and conveyed by Stanley J. Yaffe, et al, to Odenton Development Company by deed dated September 30, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2896 a Folio 292, and running thence with and binding on the said First line through the Tenth line of the aforesaid First Parcel of land, the following ten (10) courses and distances, with meridian based on Anne Arundel County Grid North, viz:

1. North 68° 33' 58" West 101.25 feet,
2. North 69° 35' 58" West 109.60 feet,
3. North 73° 05' 58" West 85.53 feet,
4. North 75° 35' 58" West 79.18 feet,
5. North 75° 54' 18" West 157.48 feet to a P.K. nail found,
6. North 76° 12' 41" West 238.11 feet to an iron pipe found,
7. North 75° 17' 37" West 138.41 feet,
8. North 72° 46' 58" West 126.94 feet,
9. North 70° 34' 58" West 145.09 feet, and
10. North 68° 07' 58" West 166.50 feet to an iron pipe set on the East right-of-way line of the Baltimore Gas & Electric Transmission line, 150 feet wide at the end of the Fourteenth or South 08° 11' 20" West 194.90 feet line of that parcel of land taken by Baltimore Gas & Electric Company from Odenton Development Corporation by an Inquisition dated April 23, 1964 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1750 at Folio 175, thence binding on said Fourteenth line and the Thirteenth line, reversely, the following two (2) courses and distances, viz:

ANNAPOLIS  
 267-8621  
 Suite 200-0531  
 Washington 201-2606

CENTREVILLE  
 754-2737  
 Suite 200-4402

CHESTERTOWN  
 778-3272  
 Suite 200-4488

DENTON  
 479-3608

EASTON  
 827-3327  
 Suite 200-7178  
 Cambridge  
 228-1282

ELKTON  
 388-1850  
 Suite 675-7290

LEONARDTOWN  
 475-6427  
 Washington 670-2762

PRINCE FREDERICK  
 536-4318  
 Washington 866-1798

11. North 08° 01' 42" East 194.90 feet to an iron pipe set, and
12. North 08° 03' 09" West 255.52 feet to an iron pipe set at the beginning of the Thirteenth line of the First Parcel of that land by deed mentioned above, thence leaving said Transmission line and binding on the Thirteenth through Twenty-First lines of said First Parcel the following ten (10) courses and distances, viz:
  13. South 57° 06' 37" East 37.68 feet to a P.K. nail found,
  14. North 34° 54' 34" East 196.58 feet to an iron pipe found,
  15. South 55° 05' 26" East 204.22 feet to a P.K. nail set,
  16. North 37° 08' 34" East 154.49 feet to an iron pipe set on the Southwest right-of-way line of Maryland Route 175 as shown on Maryland State Roads Commission Plat Np. 36521, thence binding on said right-of-way line the following six (6) courses and distances, viz:
    17. South 52° 39' 00" East 747.61 feet,
    18. South 37° 21' 00" West 28.00 feet,
    19. South 52° 39' 00" East 38.00 feet,
    20. North 37° 21' 00" East 28.00 feet,
    21. South 52° 38' 21" East 2.70 feet, and
    22. 503.49 feet along the arc of a curve to the right having a radius of 3803.72 feet and a chord bearing of South 48° 50' 49" East 503.13 feet to an iron pipe set at the beginning of the Closing line of the aforesaid First Parcel, thence binding on said Closing line, and passing through improvements encroaching on the parcel now being described, said improvements lying on the property of Exxon to the East,
  23. South 32° 32' 59" West 215.30 feet to the point of beginning, containing 16.090 acres of land, more or less, as now surveyed by McCrone, Inc. in September, 1988.

BEING all of the First parcel of that land granted and conveyed by Stanley J. Yaffe, et al, to Odenton Development Company by deed dated September 30, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2896 at Folio 292.

SUBJECT TO, HOWEVER:

- (1)-Easement areas as shown on Maryland S.R.C. Plat Nos. 3027, 3028, 36521 and 36522.
- (2)-An easement and agreement by and between Odenton Development Corporation, et al, and the Anne Arundel County Sanitary Commission as described and shown in Liber 1680 at Folio 392.
- (3)-An easement and agreement by and between Odenton Development Corporation, et al, and the Anne Arundel County Sanitary Commission as described and shown in Liber 1571 at Folio 180.

(4)-An easement and agreement by and between Odenton Development Corporation and the Anne Arundel County Sanitary Commission as described and shown in Liber 1612 at Folio 384.

(5)-An easement and agreement by and between Odenton Development Corp, et al, and Anne Arundel County Sanitary Commission as described and shown in Liber 1706 at Folio 45.

(6)-A fifteen (15) feet wide storm drainage easement and a ten (10) feet wide widening strip as shown on a plat recorded among the Land Records of Anne Arundel County, Maryland in Liber 2938 at Folio 588.

(7)-Rights granted to Baltimore Gas & Electric Company as described in Liber 1415 at Folio 329.

JJB  
D12/051

Nellis Corporation  
Job No. 101470309  
November 7, 1988

McCrone, Inc.  
Engineers • Land Planners • Land Surveyors

REPLY TO:

DESCRIPTION OF  
5.801 ACRES OF LAND, MORE OR LESS, (PARCEL 1B)  
ODENTON DEVELOPMENT COMPANY PROPERTY  
FOURTH TAX DISTRICT  
ODENTON, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe set at the intersection of the Northeast right-of-way line of Maryland Route 677 and the Western right-of-way line of the Baltimore Gas and Electric Transmission line (150 feet wide) as described in an Inquisition dated April 23, 1964 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1750 at Folio 175 between Baltimore Gas and Electric Company and Odenton Development Corporation, said point being further described as the beginning of the First or North 58° 51' West 74.87 feet line of the Second parcel of that land granted and conveyed by Stanley J. Yaffe, et al, to Odenton Development Company, by deed dated September 30, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2896 at Folio 292, and running thence with and binding on said First through Third lines of said parcel, being the Northeast right-of-way line of Maryland Route 677, the following three (3) courses and distances, with meridian based on Anne Arundel County Grid North, viz:

1. North 66° 04' 58" West 74.87 feet,
2. North 66° 06' 28" West 573.87 feet, and
3. North 65° 25' 58" West 48.56 feet to an iron pipe found, thence leaving the Northeast right-of-way line of Maryland Route 677 and binding on the Fourth through Eighth lines of the abovementioned parcel of land the following five (5) courses and distances, viz:

4. South 83° 24' 32" East 125.46 feet to an iron pipe set,
5. South 73° 21' 58" East 83.30 feet to an iron pipe set,
6. North 35° 02' 00" East 432.31 feet to an iron pipe set,
7. North 59° 00' 35" West 168.71 feet to an iron pipe found, and
8. North 35° 05' 53" East 393.20 feet to an iron pipe set, on the Southwest right-of-way line of Maryland Route 175 as shown on Maryland State Roads Commission Plat No. 36522, thence binding on said Southwest side of Maryland Route 175,

ANNAPOLIS  
261-8621  
Boro 786-0531  
Washington 261-2808

CENTREVILLE  
754-2217  
Boro 786-4402

CHESTERTOWN  
778-3272  
Boro 296-6488

DENTON  
478-3808

EASTON  
822-2322  
Boro 788-7878  
Cambridge  
228-1292

ELKTON  
388-1550  
Boro 575-7290

LEONARDTOWN  
475-6622  
Washington 870-2262

PRINCE FREDERICK  
535-4610  
Washington 866-1791

9. South  $52^{\circ} 39' 00''$  East 192.64 feet to an iron pipe set, at the intersection of the Southwest right-of-way line of Maryland Route 175 and the Western right-of-way line of the abovementioned Baltimore Gas and Electric Company Transmission line, thence leaving the Southwest side of Maryland Route 175 and binding on said Western right-of-way line of the Baltimore Gas and Electric Company Transmission line, the following three (3) courses and distances, viz:

10. South  $40^{\circ} 46' 43''$  West 183.12 feet to an iron pipe set,
11. South  $08^{\circ} 03' 09''$  East 628.19 feet to an iron pipe set, and
12. South  $08^{\circ} 01' 42''$  West 131.04 feet to the point of beginning, containing 5.801 acres of land, more or less, as surveyed by McCrone, Inc. in September 1988.

BEING all of the Second parcel of that land granted and conveyed by Stanley J. Yaffe, et al, to Odenton Development Company by deed dated September 30, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2896 at Folio 292.

JJB

D13/059

# MC CRONE

EXHIBIT A, Page 6 of 9

Nellis Corporation  
Job No. 101470309  
November 7, 1988

McCrone, Inc.  
Engineers • Land Planners • Land Surveyors

REPLY TO:

DESCRIPTION OF  
5.116 ACRES OF LAND, MORE OR LESS, (PARCEL 2A)  
H. D. EUSTLER, ET AL, PROPERTY  
FOURTH TAX DISTRICT  
ODENTON, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe found on the Northeast right-of-way line of Maryland Route 677 at the beginning of the First or North  $57^{\circ} 34'$  West 134.49 feet line of the Third parcel of that land granted and conveyed by Ralph L. Poehlmann to H. D. Eustler, et al, by deed dated October 11, 1965 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1910 at Folio 213, and running thence with and binding on said right-of-way the following two (2) courses and distances, with meridian based on Anne Arundel County Grid North, viz:

1. North  $64^{\circ} 57' 20''$  West 134.41 feet, and
2. North  $59^{\circ} 17' 59''$  West 100.08 feet to the intersection of the said Northeast right-of-way line and the Southeast line of a twenty (20) feet wide alley as shown on a plat of George H. Poehlmann's Subdivision recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 11 at Page 25, thence binding on the Southeast line of said twenty (20) feet alley, and passing over an iron pipe found at 181.61 feet on the following line,
3. North  $28^{\circ} 25' 15''$  East 483.11 feet to an iron pipe found at the end of the Fourth line of the abovementioned Third parcel, thence leaving said parcel and continuing with the Northeast side of a twenty (20) feet wide alley as shown on a plat by J. Revell Carr dated September 1954 and called as the Northeast side of street as established by J.D. Hicks October 1951,
4. North  $34^{\circ} 23' 04''$  East 35.58 feet to an iron pipe found at the Southwest corner of Lot 5 as shown on a plat entitled "East Odenton", dated April, 1900 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. 22 at Folio 452, thence binding on the Southwest line of said Lot 5, being the Northeast side of the twenty (20) feet wide street by J.D. Hicks as aforesaid,

ANNAPOLIS  
767-8621  
Bldg 788-0631  
Washington 281-2808

CENTREVILLE  
754-2237  
Bldg 798-6402

CHESTERTOWN  
778-3272  
Bldg 788-1488

DENTON  
478-3806

EASTON  
822-3322  
Bldg 788-7878  
Cambridge  
228-1791

ELKTON  
386-1540  
Bldg 875-7280

LEONARDTOWN  
475-6622  
Washington 870-2262

PRINCE FREDERICK  
535-4510  
Washington 864-1798

5. South 59° 00' 35" East 310.04 feet to an iron pipe found at the Southeast corner of the aforementioned Lot 5, being the end of the Seventh or North 52° 42' 00" West, 155.33 feet line of the Second parcel of that land granted and conveyed by Stanley J. Yaffe, et al, to Odenton Development Company, by deed dated September 30, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2896 at Folio 292, thence binding reversely on said Seventh through Fourth lines, the following four (4) courses and distances, viz:

6. South 59° 00' 35" East 168.71 feet,
7. South 35° 02' 00" West 432.31 feet,
8. North 73° 21' 58" West 83.30 feet, and
9. North 83° 24' 32" West 125.46 feet to the point of beginning, containing 5.116 acres of land, more or less, as surveyed by McCrone, Inc. in September, 1988.

BEING:

(1)-All of parcels One and Three of that land granted and conveyed by Ralph L. Poehlmann to H.D. Eustler, et al, by deed dated October 11, 1965 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1910 at Folio 213.

(2)-All of that land granted and conveyed by Annie M. Isaac to Henry D. Eustler, et al, by deed dated December 23, 1967 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2133 at Folio 187.

(3)-All of that parcel of land granted and conveyed by Joseph W. Isaac, Jr., et ux, to Henry D. Eustler, et al, by deed dated June 16, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2862 at Folio 889.

SUBJECT TO, HOWEVER, a twenty (20) feet wide alley with use in common with others as referred to in a deed dated February 19, 1910 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. 75 at Folio 95.

JJB  
D13/060

Nellis Corporation  
Job No. 101470309  
October 4, 1988  
Revised November 7, 1988

McCrone, Inc.  
Engineers • Land Planners • Land Surveyors

REPLY TO:

DESCRIPTION OF  
1.474 ACRES OF LAND, MORE OR LESS (PARCEL 2B)  
HENRY D. EUSTLER, ET AL, PROPERTY  
FOURTH TAX DISTRICT  
ODENTON, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe found on the Southwest right-of-way line of Maryland Route 175, as shown on Maryland State Roads Commission Plat No. 36522, at the beginning of the First or South 42° 18' West 163.94 feet line of that parcel of land granted and conveyed by Elmer T. Eustler to Henry D. Eustler and Stanley J. Yaffe by deed dated August 4, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2528 at Folio 370, and running thence with and binding on said First line and the Second through Fourth lines of said parcel of land, the following four (4) courses and distances, with meridian based on Anne Arundel County Grid North, viz:

1. South 34° 54' 34" West 163.91 feet to an iron pipe set,
2. South 55° 05' 26" East 15.05 feet to an iron pipe found,
3. South 34° 54' 34" West 196.58 feet to a P.K. nail found, and
4. North 57° 06' 37" West 37.68 feet to an iron pipe set on the Eastern right-of-way line of the Baltimore Gas & Electric Transmission lines (150 feet wide) as described in an Inquisition dated April 23, 1964 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1750 at Folio 175 between Baltimore Gas & Electric Company and Odenton Development Corporation and the Eastern right-of-way line of the Baltimore Gas & Electric Transmission line as described in an Inquisition dated March 29, 1962 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1554 at Folio 75 between Baltimore Gas & Electric Company and William Fayerman Queen, et al, at the beginning of the Fifth line of that parcel of land described in the deed mentioned above, thence binding on said Fifth line and continuing with the Third or North 00° 41' West 75.31 feet line of that parcel of land granted and conveyed by Odenton Development Corporation to Henry D. Eustler and Stanley J. Yaffe by deed dated August 7, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2528 at Folio 374, one course

ANNAPOLIS  
267-6821  
Baltimore 788-0831  
Washington 201-2908

CENTREVILLE  
754-2237  
Baltimore 788-4402

CHESTERTOWN  
778-3272  
Baltimore 298-5488

DENTON  
478-3808

EASTON  
822-2322  
Baltimore 788-7878  
Cambridge  
228-1292

ELKTON  
388-1860  
Baltimore 575-7290

LEONARDTOWN  
478-6622  
Washington 878-2262

PRINCE FREDERICK  
535-4510  
Washington 864-1771

November 7, 1988

BOOK 535 PAGE 518

in all;

5. North  $08^{\circ} 03' 09''$  West 325.89 feet to a iron pipe set, thence binding on the Closing or North  $48^{\circ} 05'$  East 124.61 feet line of that parcel of land described in the deed Secondly mentioned above, and continuing with the Eastern right-of-way line of the Baltimore Gas & Electric Transmission line as aforesaid,

6. North  $40^{\circ} 46' 43''$  East 123.93 feet to an iron pipe found on th Southwest right-of-way line of Maryland Route 175, as aforesaid, thence binding on said right-of-way line, the following two (2) courses and distances, viz:

7. South  $52^{\circ} 39' 00''$  East 1.37 feet, and

8. South  $55^{\circ} 07' 06''$  East 230.66 feet to the point of beginning, containing 1.474 acres of land, more or less, as now surveyed by McCrone, Inc. in September, 1988.

BEING: (1) All of that parcel of land granted and conveyed by Elmer T. Eustler to Henry D. Eustler and Stanley J. Yaffe by deed dated August 4, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2528 at Folio 370, and (2) All of that parcel of land granted and conveyed by Odenton Development Corporation to Henry D. Eustler and Stanley J. Yaffe by deed dated August 7, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2528 at Folio 374.

SUBJECT TO, HOWEVER, an easement area as shown on Maryland State Roads Commission Plat No. 3028.

ALSO SUBJECT TO, HOWEVER, a thirty (30) feet easement with the use in common with others as shown on a plat by J.R. McCrone, Jr., Inc. dated June 17, 1972 entitled "Survey of 1.477 Acres, part of Odenton Development Corporation and E.T. Eustler Property."

JJB  
D12/049

275762

535 519

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: 1

1. Debtor(s) (Last Name First) and Address(es): Windsor Shirt Company  
601 S. Henderson Road  
King of Prussia, PA  
19406

2. Secured Party(ies) Name(s) and Address(es): New Jersey National Bank  
533 Fellowship Road  
Mt. Laurel, NJ 08054

3  The Debtor is a transmitting utility.  
4 For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00  
POSTAGE .50

5. This Financing Statement covers the following types (or items) of property:  
See Schedule A which is attached hereto and made a part hereof.

6. Assignee(s) of Secured Party and Address(es):



12/20/88

Not subject to recordation tax.

Products of the Collateral are also covered

7.  The described crops are growing or to be grown on.  
 The described goods are or are to be affixed to.  
 The lumber to be cut or minerals or the like (including oil and gas) is on.  
\*(Describe Real Estate in Item 8.)

8. Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

J. R. Annapolis Associates

150 M Jennifer Rd  
No. & Street Town or City Annapolis County Anne Arundel Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
already subject to a security interest in another jurisdiction:  
 when the Collateral was brought into this state, or  when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

WINDSOR SHIRT COMPANY

NEW JERSEY NATIONAL BANK

By [Signature]  
Signature(s) of Debtor(s)

By [Signature]  
Signature(s) of Secured Party(ies)

(5/83)

STANDARD FORM—FORM UCC-1 Approved by The Secretary of The Commonwealth of Pennsylvania

FILING OFFICER COPY - NUMERICAL

BOOK 535 PAGE 520

Schedule A

All of the personal property (whether tangible or intangible) and fixtures, in each case whether presently existing or hereafter acquired, of the Debtor including, without limitation, the following:

I. The Debtor's inventories of materials, supplies, work-in-process and finished goods, whether presently existing or hereafter acquired.

II. The Debtors accounts, contract rights, chattel paper, instruments, documents, and general intangibles, whether presently existing or hereafter acquired.

III. The Debtor's furniture, fixtures, machinery and equipment, whether presently existing or hereafter acquired.

~~IV. [REDACTED]~~

V. All rentals, proceeds (including insurance proceeds), products, claims, rights, powers, privileges and remedies under any and all of the foregoing.

BOOK 535 IN 521

RECORD FEE 10.00  
POSTAGE .50  
#250130 0777 R03 111#03  
12/20/88



**TERMINATION STATEMENT**

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.  
(SECURED PARTY)

BOOK 517 Page 301

BY Greta Jordan Admin Dated: Dec 14<sup>th</sup> 19 88  
TITLE Asst.

**ACKNOWLEDGMENT COPY**

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 11-80)

Maurice Healy

Avco  
7164 E. Furnace Branch Rd.  
Glen Burnie MD 21061

BOOK 535 - 522

275763

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) PETERSEN HOWARD D 663 COG COURT MILLERSVILLE MD 21108 217524712	2 Secured Party(ies) and address(es) ACCEPTANCE 210 BROADWAY PO BOX 626 LYNNFIELD, MA. 01940	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #250:50 0717 R03 711:30 12/20/88

4 This financing statement covers the following types (or items) of property:

1968 CHEVROLET  
194378S425140

CORVETTE 437 TRIP  
RED

5. Assignee(s) of Secured Party and Address(es)

*(Circular stamp: REC'D 12/20/88)*

411 88

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional sheets presented:

Filed with:

By: *(Signature)*  
Signature(s) of Debtor(s)

By: \_\_\_\_\_  
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY—ALPHABETICAL  
STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1  
STATE OF MASSACHUSETTS

REORDER FROM  
**Registre, Inc.**  
514 PIERCE ST.  
P.O. BOX 218  
ANOAKA, MN, 55303  
(612) 421-1713

11/50

535 523

Hereinafter the word Bank means: **FIRSTCITY Acceptance** 210 Broadway P. O. Box 626 So Lynnfield, Ma. 01940

**SECURITY AGREEMENT - INSTALLMENT CONTRACT - MOTOR VEHICLE**

Account # 1438 P226 Date 12/25/88

Buyer (and Co-Buyer) - Name and Address (Include County and Zip Code)		Creditor (Seller Name and Address)	
HOWARD PETERSEN 683 COG COURT MILLERSVILLE 21106		VISONE MOTORS, INC 108 BROADWAY SAUGUS, MA. 01906	

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total of Payment." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New or Used	Year	Make and Model	Body Type	Vehicle Identification No.	Use for Which Purchased
USED	1968	CORVETTE 4	COUPE	194378S425140	<input type="checkbox"/> personal <input type="checkbox"/> business

To repay this loan, I promise to pay to the Bank, or order, the principal amount of Dollars \$ 16199.75

with interest on the unpaid balance until paid in full at the rate of 18 % per annum, subject to any reduction in that rate after maturity required by law, payable as set forth in the payment schedule below.

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
18	\$ 18828.25	\$ 16199.75	\$ 35028.00	\$ 39178.25

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
120	\$ 291.90	Monthly beginning 1/4/89

I may obtain Vendor's Single Interest Insurance from any source of my choosing that is acceptable to the Bank. If I get the insurance from the Bank, the cost will be \$ \_\_\_\_\_ for the term of this extension of credit  for \_\_\_\_\_ time period.

**INSURANCE**  
Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life		I want credit life insurance Signature _____
Credit Disability		I want credit disability insurance Signature _____

You may obtain property insurance from anyone you want that is acceptable to us.  
Filing Fee \$ \_\_\_\_\_  
Non-filing insurance \$ \_\_\_\_\_

**PREPAYMENT**  
I may prepay this Note in full at any time without penalty and will not be entitled to a refund of the prepaid finance charge if any. I understand that the rest of this Note contains additional information about nonpayment, default, and any required repayment in full before the scheduled date. E means an estimate.  
**Security Interest.** You are giving a security interest in the vehicle being purchased as set forth in the provisions on reverse side of this contract.

**Additional Information.** See the other side of this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

**ITEMIZATION OF AMOUNT FINANCED**

1. Cash Price (including any accessories, options, and taxes)	\$ 19850.00
2. Total Downpayment = Net Trade-in \$ _____ + Cash Downpayment \$ 4160.25	\$ 4160.25
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 15689.75
4. Other Charges Including Amounts Paid to Others on Your Behalf:	
A. Cost of Optional Credit Insurance on the Term of this Contract Paid to the Insurance Company or Companies	\$ _____
B. Official Fees Paid	\$ _____
C. Taxes Not Included in Cash Price	\$ _____
D. Transportation	\$ 400.00
E. Dealer Prep	\$ _____
F. Other Charges	\$ _____
to _____ for _____	\$ _____
to _____ for _____	\$ _____
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 400.00
5. Amount Financed - Unpaid Balance (3 + 4)	\$ 16199.75

<b>NOTICE TO BUYER</b> DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE CONTRACT AT THE TIME YOU SIGN. KEEP IT TO PROTECT YOUR RIGHTS. YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT. YOU AGREE TO REPLY US ACCORDING TO THE TERMS AND CONDITIONS CONTAINED ON BOTH SIDES OF THIS CONTRACT.	<b>NOTICE TO CO-BUYER</b> YOUR SIGNATURE ON THIS CONTRACT MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN IF THE BUYER DOES NOT PAY. THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.
---	--

Buyer's Signature: \_\_\_\_\_  
Creditor: \_\_\_\_\_  
This contract is assigned with recourse and with guaranty under the terms of the "Full Recourse Assignment" and Guaranty on the reverse side of this document.  
This contract is assigned under the terms of the "Seller's Assignment" on the reverse side.

535 524

FINANCING STATEMENT FORM UCC 1

Identifying File No. 275764

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated 12-15-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jerman, Ray Jr, dba Jerman's IGA
Address Rt.175, 871 Annapolis Rd., Gambrills, Md. 21054

2. SECURED PARTY

Name HOBART CORPORATION
Address Executive Offices Troy, Ohio 45374

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One(1) 1612 Slicer
CONDITIONAL SALES CONTRACT
Annapolis # 181242

RECORD FEE 12.00
#250640 C777 R03 112:06
12/20/88
BL CLERK

CHECK [X] THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Alice J. Grigsby (Signature of Debtor) Attorney in Fact
Alice J. Grigsby
Jerman, Ray Jr, dba Jerman's IGA
Type or Print Above Name on Above Line

Alice J. Grigsby (Signature of Debtor) Attorney in Fact
Alice J. Grigsby
Jerman, Ray Jr, dba Jerman's IGA
Type or Print Above Signature on Above Line

HOBART CORPORATION (Signature of Secured Party)
Type or Print Above Signature on Above Line

Exempt from Recordation Tax

BOOK 535 PAGE 525  
275765

Anne Arundel

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

John J. Flory Cabinetmaker, Inc.  
1821 A Margaret Avenue  
Annapolis, MD 21401

297305

2 Secured Party(ies) and address(es)

Quail Leasing Corp.  
3645 Country Park Drive  
Roseville, CA 95661

For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORD FEE 11.00  
#250650 DT77 R03 T12:08  
12/20/88



4 This financing statement covers the following types (or items) of property

(1) Brandt A2200 Edgebänder S/N 0-261-01-2305

(1) Gannomat 250 Dowel Inserter S/N 210-744

5 Assignee(s) of Secured Party and  
Address(es)

Midlantic National Bank  
2 Broad Street  
Bloomfield, NJ 07003

Not Subject to Recordation Tax - Five year lease

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Clerk of Circuit Court -  
Anne Arundel County

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

JOHN J. FLORY CABINETMAKER, INC.

QUAIL LEASING CORP.

By:

*John J. Flory*

Signature(s) of Debtor(s)

President

Title

By:

*Carroll J. ...*

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

For Use in Most States



275767



UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name (Last Name First) Pollux Corp.	2. Debtor(s) Complete Address(es) 8280 Patuxent Range Road Jessup, MD 20794	
3. & 4. Secured Party(ies) and Complete Address(es) First American Bank, N.A. 740 15th Street, NW Washington, DC 20005	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe) 2 Band saws, Tannewitz 36" Model GV1E with Reeves variable speed contols, lathe bed, dust collector and controller 1 22" aluminum honeycomb corrugator with variable speed controls and 350 degree Gruenberg automatic oven. 1 United Testing Systems Universal Testing Machine Model FM-60. 1 Merek 48" x 96: e axis manual core carver. 1 Cummins-Wagner Recyclene Solvent Recovery System Model RS-20 with auto fill system.		
8a. ( ) Proceeds are also covered. 8b. ( ) Products of collateral are also covered.		No. of additional sheets presented. ( )
Filed with Circuit Court Clerk of Anne Arundel County: Other		
9. Transaction is ( ), is not ( X ), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____.		
10. This statement is to be returned after recordation to: Attention: Robert G. Sutherland First American Bank, N.A. 740 15th Street, NW Washington, DC 20005		
Signature(s) of Debtor(s) POLLUX CORP., BY: X Anthony [Signature] X Ron Rourke		Signature(s) of Secured Party(ies) or Assignee(s) First American Bank, N.A., Washington, D.C. by Robert G. Sutherland V.P.

RECORD FEE 11.00  
#250690 0777 R03 113:11  
12/20/88  
BL  
CLERK

11

BOOK 535 PAGE 528

275768

FINANCING STATEMENT - FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 12/16/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Lawn & Garden Equipment, Inc. T/A Gravely Tractors (Federal Tax #52-1361691)  
Address 141 Defense Highway, Annapolis, MD 21401

2. SECURED PARTY

Name Chrysler First Diversified Credit Inc.  
Address One Imperial Way, Suite C-106, P.O. Box 99  
Fogelsville, PA 18051

RECORD FEE 12.00  
RECORDED BY ROS T13:14  
12/20/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All of the following types of goods held for sale or lease by debtor, now owned or hereafter acquired, consisting of but not limited to, new snowthrowers and snow related equipment, tillers, lawn tractors, tractors, lawn mowers, lawn sweepers, vacs, and the like, including accessories and all other equipment used or intended to be used in conjunction with any of the foregoing manufactured by Ransomes Inc. and bearing the brand name Ransomes.

(INVENTORY)

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X Edwin Harris  
(Signature of Debtor)

X ELWIN HARRIS /President  
Type or Print Above Signature on Above Line

X David R. Goodwin  
(Signature of Debtor)

X DAVID R. GOODWIN /Vice President  
Type or Print Above Signature on Above Line

Gregory M. Briner  
(Signature of Secured Party)

Gregory M. Briner /Account Manager  
Type or Print Above Name on Above Line

12/80

FINANCING STATEMENT

535 529 275769

- 1. Debtor: **FREDERICK L. WILLARD**  
120 West Water Street  
Centerville, Maryland 21617
- 2. Secured Party: **JOHN EBERSBERGER, JR., P.A.**  
PENSION PLAN  
14 Dean Street  
Annapolis, Maryland 21401
- 3. The Debtor grants a security interest in and to, and this Financing Statement covers the following:

FILED  
CLERK OF CIRCUIT COURT  
KENT COUNTY

'88 DEC 1 PM 2 12

- A. Monies Payable Under Note and Judgment Lien. All of the Debtors right, title and interest in and to any and all monies now or hereafter payable to Debtor under and in connection with that certain Note dated September 30, 1988 from Waterfowl Refuge Associates and Huntingfield Creek Associates, as maker, payable to the order of the Debtor in the original principal amount of \$40,000.00, together with that certain judgment lien on said Note in Case No. CV11081 filed in the Circuit Court for Kent County, Maryland and all renewals thereof, substitutions therefore and amendments thereto.
- B. Consulting Agreement. All of the Debtors right, title and interest in, and to, any and all monies payable to the Debtor under, and by virtue of, a certain Consulting Agreement dated April 14, 1986 by and between the Debtor and Harbor Mist Limited Partnership, together with all additions, supplements, amendments, and modifications thereto.

RECORD FEE 11.00  
POSTAGE .50  
#250830 0777 R03 T13:29  
12/20/88

DEBTOR:

SECURED PARTY:

*Frederick L. Willard* (SEAL)  
**Frederick L. Willard**

**JOHN EBERSBERGER, JR., P.A.**  
PENSION PLAN  
By: *John M. Ebersberger, Jr.* (SEAL)  
**John M. Ebersberger, Jr.,**  
Trustee



Date: November 3, 1988

TO BE RECORDED IN THE CHATTEL RECORDS OF KENT COUNTY, MARYLAND, AND ANNE ARUNDEL COUNTY, MARYLAND, AND AMONG THE FINANCING STATEMENTS RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.

20TX1009.fts

116

12/1/88 THE FOREGOING FILED FOR RECORD AND IS  
ACCORDINGLY RECORDED AND INDEXED IN THE RECORDS OF KENT COUNTY, MD.  
IN LIBER 428 NO. 28 FOLIOS 428  
*Frederick L. Willard* CLERK  
(L)

535 530

TO THE FILING OFFICER: After recordation, please return Financing Statement  
to:

Yvonne M. Kisiel, Esquire  
LEVAN, SCHIMEL, RICHMAN & BELMAN, P.A.  
9881 Broken Land Parkway  
Woodmere I, Suite 400  
Columbia, Maryland 21046

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HEARTH & HOME DIST., INC.

Address 10305 GUILFORD ROAD, ANNAP. JUNCTION, MD. 20701

2. SECURED PARTY

Name MAI BASIC FOUR, INC.

Address P.O. BOX C-11921, TUSTIN, CA. 92711

RECORD FEE 11.00  
#250890 0777 R03 T13:37  
12/20/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

(1) DSK, DR, 300MB (EVEN) FOR USE W/TALL CAB;  
MFG. AND SOLD BY MAI BASIC FOUR, INC. PROCEEDS OF COLLATEAL ARE COVERED.  
WA5724 CUST#007922001 SHPD 12/8/88

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

HEARTH & HOME DIST., INC. (Signature of Debtor)

DEBORAH BURGER, ATTORNEY IN FACT

*[Signature]*  
(Signature of Debtor)

MAI BASIC FOUR, INC. JENAN WILHELM

CREDIT & COLLECTIONS

*[Signature]*  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11-00



CREDIT INDEX

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 471 Page No. 421  
Identification No. 251254 Dated March 15, 1984

1. Debtor(s) { Joseph B. and Carol Ann Mastin  
Name or Names—Print or Type  
315 3rd Ave. S.W. Glen Burnie, MD 21061  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p><b>A. Continuation</b> ..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> ..... <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;"><b>Termination</b></p>

RECORD FEE 13.00  
POSTAGE .50  
#250890 0777 R03 T13:39  
12/20/88



Dated: December 12, 1988 Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

1310

File 02  
1310

535 533

Anne Arundel Co.  
0-587S-C-02-06350-1

STATE OF MARYLAND

275771

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Williams, George d/b/a Williams Bros. Paving  
Address 2048 Horseshoe Circle Jessup, MD 20794

2. SECURED PARTY

Name State Equipment, Division of Secorp National, Inc.  
Address 1400 Joh Avenue Baltimore, MD 21227

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
**ASSIGNEE OF THE SECURED PARTY**  
First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 18.00  
POSTAGE .50  
#250930 0777 R03 713:41  
12/20/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)  
George Williams d/b/a Williams Bros. Paving

George Williams  
(Signature of Debtor)

George Williams, owner  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

State Equipment, Division of Secorp National, Inc.

Glenn S. Conklin  
(Signature of Secured Party)

Glenn S. Conklin, Dir.  
Type or Print Above Signature on Above Line

1850

535 594

CONDITIONAL SALE CONTRACT NOTE

TO: State Equipment, Division of Secorp National, Inc. FROM: George Williams d/b/a Williams Bros. Paving
1400 Joh Avenue Baltimore, MD 21227 2048 Horseshoe Circle Jessup, MD 20794

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of property purchased (include make, year, model identification, model and serial numbers or marks): and (1) CASH SALE PRICE, (2) DOWN PAYMENT in Cash, (3) DOWN PAYMENT In Goods\*(Trade-In Allowance), (4) UNPAID BALANCE [Items (1) - (2) - (3)], (5) INSURANCE and other Benefits, (6) OFFICIAL or DOCUMENTARY FEES, (7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)], (8) FINANCE CHARGE (Time Price Differential), (9) CONTRACT PRICE (Time Balance) [Items (7)+(8)], (10) TIME SALES PRICE [Items (2)+(3)+(9)]

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 2048 Horseshoe Circle Jessup Anne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ten thousand six hundred eighty and 00/100 Dollars (\$10,680.00) being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 14th day of January, 19 89 and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 445.00 and the final installment being in the amount of \$ 445.00 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder, and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment endorsement of this contract note, and upon such assignment endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE

Date: December 13 19 88 BUYER(S)-MAKER(S):
Accepted: State Equipment, Division of Secorp National, Inc. (SEAL) George Williams d/b/a Williams Bros. Paving (SEAL)
By: [Signature] By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
(Witness as to Buyer's and Co-Maker's Signature) By:

This instrument prepared by

\*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

STAMP: RECEIVED, HERE

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.**

Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fiftieth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by neglect or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. ~~AS PART OF THIS CONSIDERATION FOR SELLER'S ENTERING INTO THE CONTRACT BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK. HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED.~~

BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH. Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT:** THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser)

(U.S.)

(Guarantor-Endorser)

(U.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19\_\_\_\_

(Corporate, Partnership or Trade Name or Individual Signature) (SEAL)

Signature of Seller

By: \_\_\_\_\_  
(Signature, Title of Officer, "Partner" or "Proprietor")

(Witness)

ASSIGNMENT

535 536

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated **December 13, 1988**

between **State Equipment, Div. of Secorp National, Inc.**, as Seller/Lessor/Mortgagee, and **George Williams d/b/a Williams Bros. Paving 2048 Horseshoe Circle Jessup, Md 20794**

(Name) (Address)  
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the installment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and installment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to FICAI; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unamatured installments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that FICAI has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that FICAI may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent written agreement between us and FICAI, if any, applicable to the purchase of paper as defined therein, by FICAI from us, are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if FICAI is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ **10,680.00**

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 13th day of December, 19 88.

**State Equipment, Division of Secorp National, Inc.** (Seal)  
(Seller/Lessor/Mortgagee)

By: [Signature]  
**Executive Vice-President/Treasurer**

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA L-5

535 537

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

RETURN TO: Mark C. Herbst, Esq., 1200 West Street  
Annapolis, Maryland 21401 tel. 301.269.8484

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No. ....	
Date &	
Hour .....	

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement  
Date of Filing A.A. Co. Oct. 4, 1984 **Record Reference** A.A. CO. 254118; book 478 page 327\*  
Maturity date (if any) n/a MD A & T Jan 21, 1985

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Edwards, Sue Chen		133 Chester Avenue,	Annapolis,	Maryland 21403

Name of Secured Party or assignee	No.	Street	City	State
Sayles, Eric		133 Chester Avenue,	Annapolis,	Maryland 21403

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RECORD FEE 10.00  
12/20/89



\*Maryland Dept. of Assessments and Taxation No. 18278,  
liber 2694 folio 001770

Debtor(s) or assignor(s)

\_\_\_\_\_ East Chester Enterprises (Seal)  
(Corporate, Trade or Firm Name)

\_\_\_\_\_ Eric Sayles  
Signature of Secured Party or Assignee  
ERIC SAYLES

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

1580

535 538

275772

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)  
 THOMAS J HOLLAND  
 MARIAS HOLLAND  
 401 WASHINGTON BLVD  
 GLEN BURNIE, MD, 21061

2 Secured Party(ies) and address(es)  
 Environmental Water Control, Inc.  
 511-C Eastern Boulevard  
 Essex, Maryland 21221

3 Maturity date (if any)  
 For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00  
 #250950 CITT ROS 713:42  
 12/20/88



4. This financing statement covers the following types (or items) of property:

Installed, one United Standard complete water treatment system Model #1054 (COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 401 WASHINGTON BLVD GLENBURNIE, MD, 21061  
 XXX  
 XXX  
 XXX

5 Assignee(s) of Secured Party and Address(es)  
 Security Pacific  
 Suite 126  
 901 Dulaney Valley Road  
 Towson, Maryland 21204

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

Filed with: ANNE ARUNDEL CO.

By: Thomas J. Holland  
 THOMAS J HOLLAND  
 By: Maria S. Holland  
 MARIA S HOLLAND

By: Joseph S. Antonelli  
 ENVIRONMENTAL WATER CONTROL, INC.  
 JOSEPH S ANTONELLI

(1) Filing Office Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 535 - 539  
275773

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Stevjax Inc. 1959 W. Street Annapolis MD 21401	2. Secured Party(ies) and address(es) JOHNSTONE SUPPLY, INC. P O Box 3010 Portland OR 97208	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 00760 0777 R03 113:42 12/20/89 
4. This financing statement covers the following types (or items) of property:  See Exhibit "A", attached hereto		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral: (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:

By Stevjax Inc.  
Stephen Dalton  
Signature(s) of Debtor(s)

By Tim Tran  
TIMTRAN, VP-Finance  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

EXHIBIT "A"

DESCRIPTION OF COLLATERAL

JOHNSTONE SUPPLY, INC.  
SECURED PARTY

All interest in Secured Party now or hereafter owned by Debtor including, without limitation, interests in any unclosed cooperative pool, any net margins or overcharges or net credits, any valuation reserve or reserve for contingencies, any patronage capital credits, capital retains, invoice capital charges or membership capital (some of which interests may be represented by capital certificates or qualified or non-qualified written notices of allocation or per unit retain certificates).

BOOK 535 541

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

275774

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WESTINGHOUSE ELECTRIC CORP.
P.O. 1488 ROUTE 50 Bay Bridge
Address ANNAPOLIS, MD 21204

2. SECURED PARTY

Name BANKERS LEASING ASSOCIATION, INC.
155 REVERE DRIVE
Address NORTHBROOK, IL 60062

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- (1) FS-3515 W/515 MB Disk DR
(2) DW-350F Diskless Workstation W/Full TPS
(1) LPR-320S-SP Simplex Printer Par
(1) VME-MA Multibus Adaptor
(1) IS-IS Line Art Image Scanner
(1) E-Kit Ethernet Accessories

Name and address of Assignee
FIRST NAT'L BANK OF BLUE ISLAND
13057 SOUTH WESTERN AVE.
BLUE ISLAND, IL 60406

LEASE NO. 881182-Sch. 1

Equipment Location: Route 50, Bay Bridge
Annapolis, MD 21204

RECORD FEE 11.00
POSTAGE .50
#250970 0777 R03 T13:43
12/20/88



CHECK [X] THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
[X] (Products of collateral are also covered)

J. J. Bennett (chs)
(Signature of Debtor)

J. J. BENNETT
WESTINGHOUSE ELECTRIC CORP.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

H. E. Minds
(Signature of Secured Party)

HERBERT E. MINDS, V.P.
Type or Print Above Signature on Above Line

1150

535 INC 542

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)  
C & J RENTAL COMPANY INC.  
P.O. BOX 3533  
CAPITOL HEIGHTS MD 20791  
234643454 AA

2 SECURED PARTY(IES) and ADDRESS(ES)  
JOHN DEERE IND EQUIPMENT CO.  
P. O. BOX 65090  
WEST DES MOINES IA 50265  
FORM- JOHN DEERE IND EQUIP CO  
MC LINE, IL

3 MATURITY DATE  
(If Any) 10 JAN 81  
FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. 269942  
Filed with ANNE ARUNDEL MD BK 493 PG 472 Date Filed 10 JAN 86

RECORD FEE 10.00  
POSTAGE .50  
#230950 CT77 R03 113:44  
12/20/88

- 5.  CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.



10.   
  
Number of Additional Sheets Presented 12 DEC 88

TO  
CLERK OF CIRCUIT CRT  
& UCC DIVISION  
ANNE ARUNDEL COUNTY  
ANNAPOLIS MD 21403

DEERE CREDIT SERVICES INC.

By \_\_\_\_\_  
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By *C. Pyle*  
Signature(s) of Secured Party(ies)

Manager, Processing  
John Deere Company

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC 3

BOOK 535 PAGE 543

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 MATURITY DATE  
(If Any) 1 JUN 97  
FOR FILING OFFICER (Date, Time and Filing Office)

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)  
ROGERS JOHN W  
248 OAK DALE CIRCLE  
MILLERSVILLE MD 21108  
414285523 AC

2 SECURED PARTY(IES) and ADDRESS(ES)  
JOHN DEERE COMPANY  
P. O. BOX 65090  
WEST DES MOINES IA 50269  
FORMERLY: JOHN DEERE COMPANY  
COLUMBUS, OH

4 This statement refers to original Financing Statement bearing File No. 257015  
BK 488 PG 133  
Filed with ANNE ARUNDEL MD Date Filed 13 JUN 85

- 5  CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00  
POSTAGE .50  
#250990 0777 R03 T13:44  
12/20/88



10  
Number of Additional Sheets Presented 12 DEC 88

TO  
CLERK OF CIRCUIT CRT  
2 UCC DIVISION  
ANNE ARUNDEL COUNTY  
ANNAPOLIS MD 21403

By \_\_\_\_\_  
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable.)

By *[Signature]*  
Signature(s) of Secured Party(ies) Manager, Processing  
John Deere Company

FILING OFFICER COPY -- ALPHABETICAL

STANDARD FORM -- FORM UCC-3

275776

BOOK 535 PAGE 544

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: 3  The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):  
Delsey Luggage Inc.  
10650 Riggs Hill Road  
Jessup, MD 20794

2. Secured Party(ies) Name(s) and Address(es)  
Valdo Corporation  
345 West 35th Street  
New York, N.Y. 10001

4 For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:

Equipment consisting of pattern marker duplication machinery together with all parts, attachments, equipment, accessories and accessions.

6. Assignee(s) of Secured Party and Address(es)

BL CLERK  
RECEIVED  
POSTAGE  
\$5.00  
BX51000 0777 R03 T13:49  
12/20/88

Products of the Collateral are also covered.

8. Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

Filing is precaution only as instrument is true lease.

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)  
 under a security agreement signed by debtor authorizing secured party to file this statement, or  
 which is proceeds of the original collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the debtor, or  as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:  
 when the collateral was brought into the state, or  when the debtor's location was changed to this state.

By Delsey Luggage Inc.  
[Signature]  
Signature(s) of Debtor(s)

By Valdo Corporation  
[Signature]  
Signature(s) of Secured Party(ies)

FINANCING STATEMENT

FORM UCC-1 535 545

Identifying File No. 275777

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here: \$ 150,000.00

If this statement is to be recorded in land records check here

This financing statement Dated 11/15/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HEC CONTRACTORS, INC.

Address 405 HEADQUARTERS DR SUITE 5 MILLERSVILLE MD 21108

2. SECURED PARTY

Name JEFFERSON BANK AND TRUST COMPANY

Address 7505 GREENWAY CENTER DRIVE GREENBELT, MD 20770

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

SEE EXHIBIT A

RECORD FEE 11.00
RECORD TAX 1050.00
POSTAGE .50
#251020 0777 R03 T13:52
12/20/88



CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor: HEC CONTRACTORS, INC. [Signature]

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JEFFERSON BANK AND TRUST COMPANY

[Signature]

(Signature of Secured Party)

MICHAEL BALDERSON, VICE PRESIDENT

Type or Print Above Signature on Above Line

11- 1050 .50

EXHIBIT A

EQUIPMENT, FARM PRODUCTS AND CONSUMER GOODS:

All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, parts and tools, and the goods described in any equipment schedule or list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list need be furnished in order for the security interest granted herein to be valid as to all of Debtor's equipment).

ACCOUNTS AND OTHER RIGHTS TO PAYMENT:

Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable.

FORM 535 547

Anne Arundel County  
A/C# C-02-06349-3

STATE OF MARYLAND

275778

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DePasquale, Daniel d/b/a DePasquale & Sons Paving

Address 4616 Mountain Road Pasadena, MD 21122

2. SECURED PARTY

Name State Equipment, Division of Secorp National, Inc.

Address 1400 Joh Avenue Baltimore, MD 21227

RECORD FEE 18.00  
POSTAGE .50  
#251070-0177 R03 T13:56  
12/20/88

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Daniel DePasquale d/b/a DePasquale & Sons Paving

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

Daniel DePasquale  
(Signature of Debtor)

Daniel DePasquale, owner  
Type or Print Above Signature on Above Line

State Equipment, Division of  
Secorp National, Inc.

Glenn S. Conkling  
(Signature of Secured Party)

Glenn S. Conkling, V.P.  
Type or Print Above Signature on Above Line

18.50

CONDITIONAL SALE CONTRACT NOTE

Daniel DePasquale d/b/a

State Equipment, Division  
TO: of Secorp National, Inc.

FROM: DePasquale & Sons Paving

1400 Joh Avenue Baltimore, MD 21227

4616 Mountain Road Pasadena, MD 21122

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):  One (1) New Mauldin Model 1100 Paver, S/N 88-11-6-112  *except that there shall be no payments made during the months of January, February and March of the years of 1990 and 1991.  *Description of any Trade-In **See Schedule "A" attached hereto and made a part hereof for payment schedule.	(1) CASH SALE PRICE .....	\$ 34,630.50
	(2) DOWN PAYMENT in Cash .....	\$ -0-
	(3) DOWN PAYMENT in Goods*(Trade-In Allowance) ..	\$ 13,000.00
	(4) UNPAID BALANCE [Items (1) - (2) - (3)] .....	\$ 21,630.50
	(5) INSURANCE and other Benefits .....	\$ -0-
	Types of coverage and benefits .....	\$ 200.00
	(6) OFFICIAL or DOCUMENTARY FEES .....	\$
	Describe and Itemize .....	\$ 21,830.50
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	\$ 5,863.88
	(8) FINANCE CHARGE (Time Price Differential) .....	\$ 27,694.38
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	\$ 40,694.38	
(10) TIME SALES PRICE [Items (2)+(3)+(9)] .....	\$	

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

4616 Mountain Road Pasadena Anne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Twenty seven thousand six hundred ninety four and 38/100 Dollars (\$ 27,694.38) being the above indicated Contract Price (hereinafter called the "time balance") in 33 ~~successive~~ monthly installments, commencing on the 14th day of January, 19 89, and continuing on the same date each month thereafter until paid; the first \*\* installments each being in the amount of \$ \*\* and the final installment being in the amount of \$ \*\* with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment endorsement of this contract note, and upon such assignment endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, with interest.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE  
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE  
CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: December 13, 19 88 BUYER(S)-MAKER(S):  
Accepted: State Equipment, Division of (SEAL) Daniel DePasquale d/b/a (SEAL)  
Secorp National, Inc. (Print Name of Seller Here) DePasquale & Sons Paving (Print Name of Buyer-Maker Here)  
By: [Signature] By: \_\_\_\_\_ (SEAL)  
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)  
By: [Signature]  
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_ © 1988 First Interstate Credit Alliance, Inc.

\*\*\*and to redeem the property if repurchased for default and require under certain conditions a resale of the property is important.

BOOK 330 343

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell the interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution and Buyer hereby waives

HEREBY releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. ~~AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DEEM~~

~~SELLER AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN ON THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED.~~

SELLER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL, BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH. Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT:** THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM, NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

INITIALS  
535  
800X

\_\_\_\_\_(I.S.)\_\_\_\_\_ (Guarantor-Endorser) \_\_\_\_\_(I.S.)\_\_\_\_\_ (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of the of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossession and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller  
By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

\_\_\_\_\_(Witness)

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 13, 1988, between State Equipment, Division of Secorp National, Inc., as Seller/Lessor/Mortgagee and Daniel DePasquale d/b/a DePasquale & Sons Paving 4616 Mountain Road Pasadena, MD (Name) (Address) 21122

as Buyer/Lessee/Mortgagor (herein called "Obligors"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 27,694.38

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 13th day of December, 19 88

State Equipment, Division of Secorp National, Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By: [Signature]  
General Credit Manager

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA L-5A

535 551

Anne Arundel  
T-02-60578-0  
275779

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Edwards, George T/A Anne Arundel County Excavating, Inc

Address 111 Benfield Road Severna Park, MD 21146

RECORD FEE 18.00  
POSTAGE .50  
#251078 0777 R03 T14:00  
12/20/88

2. SECURED PARTY

Name Elliott & Frantz, Inc.

Address 10421 Guilford Road Jessup, MD 20794

BL  
CLERK

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

George Edwards T/A Anne Arundel County Excavating, Inc.

George Edwards T.  
(Signature of Debtor)

George Edwards owner  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

1850

Elliott & Frantz, Inc.

Robert L. Schaeffer V.P.  
(Signature of Secured Party)

Robert L. Schaeffer V.P.  
Type or Print Above Signature on Above Line

EQUIPMENT LEASE AGREEMENT

George Edwards T/A

"LESSOR": Elliott & Prantz, Inc.

"LESSEE": Anne Arundel County Excavating, Inc.

Address: 10421 Guilford Road Jessup, MD 20794

Address: 111 Benfield Road Severna Park, MD 21146

On the 13th day of December, 1988, Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification, model and serial numbers or marks): One (1) Hitachi Model EX200 Excavator S/N 34116

TOTAL RENT \$ 94,262.40

ADVANCE RENT Paid Herewith \$ 4,500.00

BALANCE OF RENT \$ 89,762.40

No Purchase Option available hereunder

No Renewal Option available hereunder

Wherever the name Credit Alliance Corporation or Leasing Service Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

Equipment to be located at: 111 Benfield Road Severna Park, MD 21146

Record Owner of Real Estate:

Handwritten initials and a circular stamp with the word "HERE" inside.

Lessee acknowledges receipt of and accepts Equipment and acknowledges that no warranties, representations or agreements not expressed herein have been made by Lessor; and Lessee further acknowledges notice of the intended assignment of this lease to either Credit Alliance Corporation or Leasing Service Corporation (said assignee hereinafter called "Holder") and upon such assignment, Lessee agrees not to assert against Holder and any subsequent assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the Lessor who has executed this lease and/or any prior Holder, whether arising hereunder or otherwise. Lessee, jointly and severally, if more than one, agrees and promises to pay to the order of Lessor or Holder (whoever is the then holder of this lease, such holder hereinafter called "Lessor"), said Balance of Rent, plus any applicable sales tax, in successive monthly installments commencing on the

14th day of December, 1988, and continuing on the same date of each month thereafter until paid; the first 34 installments shall each be in the amount of \$ 2,564.64, plus any applicable sales tax, and the final installment shall be in the amount of \$ 2,564.64, plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. Lessee will pay monthly any personal property tax as estimated by Lessor. The term of this lease shall commence upon the acceptance hereof by Lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings stating that Equipment is owned by Lessor. Lessee shall use Equipment solely in the conduct of its business and in a careful, lawful and proper manner, and shall not part with possession of or enter into any sub-lease with respect to Equipment or any part thereof or assign this lease or any interest hereunder without the prior written consent of Lessor and any attempted assignment shall be null and void. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. Lessee shall not make any material alterations to Equipment without the prior written consent of Lessor. No invoice issued prior to the complete performance of this lease shall operate to pass title to Lessee. All equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this lease as if originally leased hereunder.

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same be damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and the same or a later model, in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the actual fair market value of the Equipment involved plus 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease allocated by Lessor to the Equipment involved but in no event less than 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the items of Equipment so paid for. The proceeds of any insurance payable as a result of loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment or toward payment of the obligations of Lessee hereunder. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, but shall be credited with any amounts received by Lessor with respect thereto from liability insurance procured by Lessee. Lessee shall keep Equipment insured against all risks of loss or damage from any cause whatsoever for not less than (a) the actual fair market value of the Equipment; or (b) the cost of Equipment to Lessor less reasonable depreciation; or (c) the aggregate amount of unpaid Total Rent for the balance of the term on this lease; whichever be greatest, Lessee shall carry public liability insurance, both personal injury and property damage, covering Equipment. All insurance shall be in form and amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon each policy issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days, prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, execute and endorse in Lessee's name, all documents, checks or drafts due and/or payable to Lessee or any other party. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all sums incurred by Lessor in effecting such insurance or compliance shall be deemed to be additional rent and shall be immediately paid by Lessee to Lessor. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

Title to Equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee will cooperate with Lessor, and take whatever action may be necessary, to enable Lessor to file, register or record, and refile, re-register or re-record this lease in such offices as Lessor may determine and wherever required or permitted by law, for the proper protection of Lessor's title to Equipment, and will pay all costs, charges and expenses incident thereto. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of Lessor and the prior written agreement of the owner (if other than Lessee) and of any mortgagees of such realty, that Equipment shall remain personal property and may be removed at the option of Lessor. If Equipment is removed, with the consent of Lessor, from the address specified above, Lessee shall advise Lessor of its exact location. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in the Equipment and any and all inventory, goods, equipment, machinery, fixtures, chattels, furniture, accounts receivable, contract rights, general intangibles, property and assets of any and every kind, wherever located, now or hereafter belonging to Lessee or in which Lessee has any interest, and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee at any time owing to Lessor, now existing and/or hereafter incurred. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly cared for or abused. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: Elliott & Prantz, Inc. (SEAL) (Print Name of LESSOR Here)

George Edwards T/A Anne Arundel County Excavating, Inc. (SEAL) (Print Name of LESSEE Here)

By: Robert L. Schaeffe (Signature and Title of Authorized Officer, Partner or Individual)

By: George A. Edwards P. (Signature and Title of Authorized Officer, Partner or Individual)

Attest: Secretary

Attest: Secretary

This instrument was prepared by

CREDIT ALLIANCE CORPORATION

ADDRESS: 2 FINANCING STATEMENT ORIGINAL-FOR FILING

**TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)**

If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessee to Lessor arising independently of this lease or fails to perform any of the terms and provisions hereof or of any other agreement with Lessor or changes its management, operations, ownership of its stock, or control, becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the entire amount of rent then unpaid hereunder together with delinquency charges, collection charges and reasonable attorney's fees, which are hereby agreed to be 20% of any amount sought, and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of the Equipment to Lessor and Lessor may, at its option and without notice and without legal process (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any retaking of any property by Lessor), to the extent permitted by law: (1) recover the Balance; (2) take possession of the Equipment wherever same may be located (with all additions and substitutions), Lessee agreeing to assemble same and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the Balance has been paid in full), Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without process of law, and (a) retain Equipment and all prior payments of rent; or (b) retain all prior payments and either (i) sell Equipment at public or private sale (all without publication or notice to Lessee and with the right in Lessor to purchase any of the Equipment at such sale) applying any net proceeds less 15% of Total Rent to all charges and expenses incurred by Lessor in connection with or incidental to the retaking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor; or (ii) retain Equipment and credit Lessee with the reasonable re-leasing value of the Equipment; Lessee remaining in any event liable for any deficiency; and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of the controlling jurisdiction, successively or concurrently, and the exercise of one shall not bar any other. **LESSOR, LESSEE AND ANY GUARANTOR WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR IN ANY WAY RELATING TO THIS AGREEMENT.** Lessee hereby irrevocably authorizes any attorney of any Court of Record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for the Balance, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force. As part of the consideration for Lessor's entering into this lease, Lessee hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Lessee's true and lawful attorney-in-fact and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court located within the State of New York regarding any matter arising hereunder. No failure on the part of Lessee to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any part of the rent herein reserved or any other sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1/15 of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named. Lessor may, in its sole discretion apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any obligations of Lessee presently existing or otherwise.

On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option at the end of the original or any renewal term hereof, if Lessee then is not and has not been in default in any of Lessee's obligations to Lessor, to purchase equipment as a whole but not in part, as-is, where-is, upon giving at least 60 days' prior written notice to Lessor and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee then is not and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least 60 days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, and if Lessee fails to purchase the Equipment or return the Equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

This contract contains the entire agreement of the parties and may not be modified except in writing. Lessee specifically warrants that all representations and warranties are merged herein and unless specifically indicated hereon are not valid or enforceable. Any provisions hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

**GUARANTORS SIGN HERE:**

The undersigned jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled are hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed. Guarantor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Guarantor's true and lawful attorney-in-fact and agent for Guarantor and in Guarantor's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Guarantor at its address, by certified mail, within three days of such service having been effected, and agrees to the exclusive venue and jurisdiction of any Court located in the State and County of New York.

\_\_\_\_\_(L.S.)\_\_\_\_\_(L.S.)  
 (Guarantor) (Guarantor)  
 \_\_\_\_\_(L.S.)\_\_\_\_\_(L.S.)  
 (Guarantor) (Guarantor)

**ASSIGNMENT**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Lessor") hereby sells, assigns, transfers and sets over the CREDIT ALLIANCE CORPORATION and/or LEASING SERVICE CORPORATION ("Assignee"), its successors and assigns, the within Equipment Lease Agreement (the "lease") and all right, title and interest in and to the property therein described (the "Equipment"), and all rights, powers and remedies therein, including the right to collect all sums due thereon or to become due therein and any notes, contracts of guaranty or surety and collateral of any kind or nature which Lessor has and will have pertaining to said lease and the right either in Assignee's own name or in Lessor's name to take such legal proceedings or otherwise as Lessor might have taken save for this assignment; and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by Lessee of any payment at its due date or of any other default by Lessee without first requiring Assignee to proceed against Lessee. Lessor will reimburse Assignee for all expenses not paid by Lessee, in connection with enforcing its rights hereunder, including but not limited to, attorney's fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, Lessor hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Lessor's true and lawful attorney-in-fact and agent for Lessor and in Lessor's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Lessor at its address shown in the contract by certified mail within three (3) days of such service having been effected. Assignee may at any time, without prior notice or demand to Lessor, appropriate and apply toward the payment of any of Lessor's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Lessor and in Assignee's possession, and for such purposes endorse the name of Lessor on any instrument payable to Lessor. Lessor agrees that Assignee may audit Lessor's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Lessor hereon, Assignee may release any rights against, grant extensions of time for payment by, and compromise claims with, Lessee or any other obligor on the lease and repossess and resell any Equipment, and Lessor waives presentment and demand for payment, protest and notice of protest as to any note or notes endorsed or hereafter to be endorsed by Lessor, and Lessor expressly waives the benefits of any present or future provisions of law which might extend the obligation of Lessor as the result of any extension obtained by the Lessee in any proceedings under any present or future provisions of law.

Lessor warrants that the lease is genuine, enforceable, the only lease executed for the Equipment, in all respects what it purports to be, a valid obligation arising out of the leasing of the Equipment to Lessee in the ordinary course of business, the entire agreement and all instruments made or given in connection with such transaction and will be paid and performed according to its terms; that all statements therein contained are true; that at the time of execution of this assignment Lessor had good title to the Equipment and the right to transfer title thereto; that the Equipment has been duly delivered and accepted in accordance with the terms of the lease, will be insured as provided in the lease and will be satisfactorily maintained, protected and will operate to the satisfaction of Lessee and Lessor will comply with all of its obligations with respect to the Equipment; that all parties to the lease have capacity to contract; that Lessor has no knowledge of any facts which may impair the validity of said lease or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Lessor warrants against all liens, claims, defenses and counterclaims, real or claimed, and compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations having the force of law regarding leases, conditional sales contracts, chattel mortgages and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Lessor's request, or otherwise, shall be at Lessor's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect, or for any reason, and such omission or invalid accomplishment shall not relieve Lessor of any responsibility to Assignee. Lessor expressly represents and warrants that the lease arises out of a bona fide lease or sale in the first instance of the Equipment by Lessor to Lessee, that title to the Equipment originated with Lessor and not with Lessee, that prior to the execution of the lease Lessee did not either directly or indirectly have any interest in the Equipment, that an actual delivery to and acceptance by Lessee has been made for Lessee's proper use and purposes, that any advance rent or down payment was made by Lessee in cash and not its equivalent unless otherwise specifically stated in the lease, that no part thereof was loaned directly or indirectly by Lessor to Lessee, that Lessor will not advance, give, or loan to Lessee directly or indirectly any part of the unpaid rent or any other sum payable under the lease, that Lessee has not and will not either directly or indirectly receive from or through Lessor any part of the consideration for this assignment and that Lessor shall be fully liable for payment of all of Lessee's obligations in the event Lessee fails to pay the Balance under the lease in full immediately upon the sale, transfer, assignment or conversion of the Equipment. Lessor shall have no authority without Assignee's prior written consent to accept collections and/or repossess and/or consent to the return of the Equipment and/or modify the terms of the lease.

Notice of the acceptance hereof is waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment has been executed and delivered to Assignee pursuant to and in furtherance of the existing agreement, if any, between Lessor and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Lessor so as to induce Assignee to accept this assignment.

Date: \_\_\_\_\_ 19 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_  
 (Print Corporate, Partnership or Trade Name or Individual Signature)  
 \_\_\_\_\_  
 (Witness) \_\_\_\_\_ (Signature, Title of Office, "Partner" or "Proprietor")  
 } Signature of Lessor

535 554

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 13, 1988 between Elliott & Frantz, Inc. as Seller/Lessor/Mortgagee and George Edwards T/A Anne Arundel County Excavating, Inc. 111 Benfield Road (Name) Sevens Park, MD 21146 (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 94,262.40

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 13th day of December, 1988  
Elliott & Frantz, Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By Robert L. Schuffler

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA L-5A

535 555

Chetels

275780

F I N A N C I N G     S T A T E M E N T

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

Get Framed, Inc. t/a Deck The walls  
95 Annapolis Mall  
Annapolis, MD

RECORD FEE 12.00  
POSTAGE .50  
#1250400 0237 R02 T14136  
12/20/88

88-903

2. NAME AND ADDRESS OF SECURED PARTY:

THE MONEY STORE INVESTMENT CORPORATION  
220 Commerce Drive, Suite 230  
P. O. Box 709  
Ft. Washington Pennsylvania 19034



3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc, including but not limited to list attached hereto.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired and proceeds.
- Contract rights, including after acquired and proceeds.

\_\_\_ Right, title and interest in and to the liquor license issued with respect to the premises located at \_\_\_\_\_, all renewals thereof.

\_\_\_ Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: \_\_\_\_\_.

5. This transaction is not exempt from the recordation tax. Principal amount of the Debt is \$300,000.00. Recordation tax paid to the Clerk of the Circuit Court for Montgomery County.

DEBTOR: GET FRAMED, INC. t/a Deck The Walls

BY: Franklin Prunella  
Franklin Prunella, President

ATTEST BY: Judy M. Prunella  
Judy M. Prunella, Secretary

AFTER RECORDATION RETURN TO:

~~THE MONEY STORE INVESTMENT CORPORATION  
P. O. Box 709  
Ft. Washington, PA 19034~~

LAWYERS TITLE INSURANCE CORP.  
114 E. LEXINGTON STREET  
THIRD FLOOR  
BALTIMORE, MARYLAND 21202

12.50

1233

## DECK THE WALLS ANNAPOLIS Mall

## List of Assets:

Leasehold Improvements

Fixtures

Equipment and Tools

## Fixtures &amp; Equipment/tools include:

Mat Board and work counters (3)

Shelf and Base Units

Print Bins 36"-8 48"- 4

Stock room shelving

Display Fixtures

Mat Cutter and combo cutter

Shrink wrap equipment

Back Joiner (Pistorius) new

Cash register

Oval Master Jr.

Vacuum Mt and stand

Sign

Carpet

Ceiling Fans (2)

## In addition:

Three file cabinets

Desk area and chair

Vacuum cleaner

Dust buster

Ladder

Step stool and folding stool

Two phones

Calculators

New York Graphics Bins (3)

Jordon sleeve bins (3)

Ira roberts bin

Matted print bins (2) new

Charette (print file)

Flasher Unit

Carr wall unit

Browser bins (3)

Portal matted print bins (2)

Larson frame displays (2)

Brass easels (2)

Musak equipment leased

Seasonal Decorations

Training Videos

Cabinet (supplies)

Shelves (7)

Extra shelves in storage

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Anne Arundel Trade Council, Inc.  
(Name or Names)  
1460 Richie Highway, Suite 211 Arnold, MD 21012  
(Address) CFST, 3098

LESSEE \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings and Loan Association  
Of LESSOR (Name or Names)  
2001 E. Joppa Road Baltimore, Maryland 21234  
(Address)

4. This financing Statement covers the following types (or items) of property:  
1- Panther 612 Key Service Unit; 1- Panther 612 Attendant BLF Telephone;  
6- Panther 612 Standard Telephones; 1- Surge Suppressor;  
1- Power Failure Jack.

RECORD FEE 11.00  
RECORD FEE 20.00  
POSTAGE .50  
# 50850 0777 R03 113+36  
12/20/88



5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered: Yes ( ) No (xx)

RECORD FEE 11.00  
POSTAGE .50  
# 50850 0777 R03 113+36  
12/20/88

LESSEE  
Anne Arundel Trade Council, Inc.  
By: Jeanette D. Wessel Exec. V.P.  
(Title)  
JEANETTE D. WESSEL  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
Manager  
By: Brian G. Connelly  
(Title)  
Brian G. Connelly  
(Type or print name of person signing)  
Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bausum & Duckett Electrical Company, Inc.

Address 3481 Pike Ridge Road, Edgewater, Maryland 21037

2. SECURED PARTY

Name Circle Business Credit, Inc.

Address 110 S. Jefferson Plaza

Whippany, New Jersey 07981

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Ditch Witch Backhoe, Model #A220, s/n 1E1161

"CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX.

(SECURED PARTY HAS PURCHASED COLLATERAL AND IS THE SELLER OF EQUIPMENT.)

EQUIPMENT TO BE LOCATED AT: 206 Washington Street  
Cambridge, Maryland 21613

RECORD FEE 11.00  
POSTAGE .50  
M:53750 0040 R04 715106  
12/20/88



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*James R. McMickle*  
(Signature of Debtor)

James R. McMickle (President)

Bausum & Duckett Electrical Company, Inc.  
Type or Print Above Name on Above Line

(Signature of Debtor)

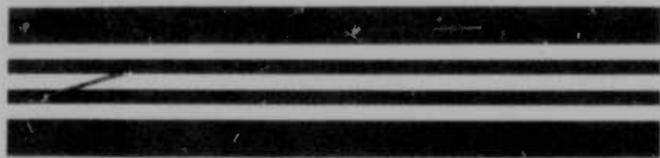
Type or Print Above Signature on Above Line

*Kathy Gallagher*  
(Signature of Secured Party)

Circle Business Credit, Inc.

Type or Print Above Signature on Above Line

11.00  
- .50  
-----  
11.50



3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

535 559

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

The Southland Corporation  
2828 North Haskell Avenue  
Dallas, Texas 75204

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party of Record and Mailing Address:

Citicorp North America, Inc.  
as Administrative Agent  
717 North Harwood  
Dallas, Texas 75210

4. This statement refers to original

Financing Statement No. 271335 at Lib. 59219 119  
Date filed 1/12/88, 19 88

Check only if applicable

This Financing Statement Change is to be filed for record in the real estate records. Number of additional sheets presented \_\_\_\_\_

5.  AMENDMENT—The Financing Statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See instruction 2 on back of form for additional information.
- TOTAL ASSIGNMENT—All of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below.
- PARTIAL ASSIGNMENT—Some of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.
- CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. A Continuation Statement may be filed by the Secured Party within six months prior to the expiration date.
- PARTIAL RELEASE—The Secured Party releases the following collateral described in Item 6 below which is described in the Financing Statement bearing the file number shown above.
- TERMINATION—The Secured Party(ies) of record no longer claims a security interest under the Financing Statement bearing the file number shown above.

6. (Location #27994; County Filing; Anne Arundel County, Maryland; fee; full release)

All Debtor's right, title and interest in and to the personal property more fully described on Exhibit A attached hereto and located on the real property described on Exhibit B attached hereto.

RECORD FEE 13.00  
POSTAGE .50



#352990 0055 R02 T16:05

12/20/88

300  
After hearing, please return to:  
**LAWYERS TITLE INSURANCE CO.**  
114 E. LEXINGTON STREET  
THIRD FLOOR  
BALTIMORE, MARYLAND 21202

# 88-846 JFM

Citicorp North America, Inc.  
solely in its capacity as  
Administrative Agent

By \_\_\_\_\_  
Signature(s) of Debtor(s)

By   
Signature(s) of Secured Party(ies)

JOHN H. REXFORD, V.P.

Exhibit A

INVENTORY: All goods (whether consisting of whole goods, spare parts, components, supplies, materials, or consigned, returned or repossessed goods) which are held for sale or lease or which are raw materials, work in process or materials used or consumed in the Debtor's business on the Site (collectively, "Inventory");

EQUIPMENT: All machinery, all selling, data processing and office equipment, all furniture, furnishings, appliances, fixtures and trade fixtures, tools, tooling, and all other goods of every type and description on the Site (other than Inventory) (collectively, "Equipment"); and

GENERAL INTANGIBLES: All firm sale orders, all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to real or personal property at the Site.

535 561

Location No. 27994

EXHIBIT B

BEGINNING FOR THE SAME at a point on the south side of Nursery Road, as widened and as shown on State Roads Commission of Maryland Plats 16391 and 16395 of Baltimore Beltway, Contract No. AA-460-520, where the same is intersected by the West side of Raynor Avenue (formerly Daisey Avenue) as laid out 25 feet wide and as referred to in the deed from Andrew Martin to Walter L. Boushell, et al., dated April 9, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 675, folio 526, and running thence binding on the West side of said Raynor Avenue and on a part of the second or south 11-1/4 degrees West 505 foot line of the second parcel described in said deed (1) south 04 degrees 56 minutes 35 seconds West 207.19 feet to an iron pipe heretofore set at the beginning of the second or north 81 degrees 00 minutes West 338.0 foot line of the land conveyed by Walter L. Boushell, et al., to George M. Albrecht, et al., by Deed dated September 28, 1960, and recorded among said Land Records in Liber C.T.C. No. 1428, folio 384; thence binding on a part of said last mentioned second line (2) north 87 degrees 22 minutes 15 seconds West 125.00 feet to a point; thence leaving said line (3) north 14 degrees 55 minutes 15 seconds East 187.84 feet to an iron pipe heretofore set on the south side of Nursery Road herein referred to; thence binding on the south side of said Nursery Road the three following courses and distances: (4) north 02 degrees 37 minutes 45 seconds East 20.00 feet to an iron pipe heretofore set; (5) south 87 degrees 22 minutes 15 seconds East 75.00 feet to a point, and (6) north 81 degrees 52 minutes 16 seconds East 18.70 feet to the place of beginning. Being known as 5184 Raynor Avenue.

275783

BOOK 535 562

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) WILKINSON CHARLES L. WILKINSON TERI L. LOT #27 HANOVER MD 21076	2 Secured Party(ies) Name(s) and Address(es) CHESAPEAKE MOBILE HOMES, INC. P.O. BOX 288 MILLERSVILLE, MD 21108	4 For Filing Fee No. 12.00 POSTAGE .50 #254010 1040 R04 T15:54 12/20/88	
5 This Financing Statement covers the following types (or items) of property 1985 REIMAN REGAL 14 X 70 SERIAL # 85847 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT. <input type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 DITZ BOULEVARD SUITE 245 MILLERSVILLE, MD 21108	
8 Describe Real Estate Here:  12.00 50	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner	7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the lease (including oil and gas) is on * *(Describe Real Estate in Item 8)
No. & Street	Town or City	County	Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.			11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)
By <u>Charles Wilkinson Teri L. Wilkinson</u> Signature(s) of Debtor(s)		By _____ Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)	
(1) Filing Officer Copy—Numerical			
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania			

(3/83)

BOOK 535 DEB 563

275784

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):  
T. C. Simons, Inc.  
P.O. Box 278  
Fallston, MD 21047-0278  
Mach. located Anne Arundel Co.  
M-33695-1

(2) Secured Party(ies) (Name(s) And Address(es))  
ALBAN TRACTOR CO. INC.  
P. O. BOX 9395  
BALTIMORE, MD. 21237

RECORD FEE 11.00  
POSTAGE .50  
#254020 0040 904 T15:55  
12/20/88



(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model D4H Tractor s/n 8PB02843

"NOT SUBJECT TO RECORDATION TAX"  
M. SUTTLE

Products of the Collateral Are Also Covered. AA

(6) Signatures: Debtor(s)

Secured Party(ies) [or Assignees]

T. C. Simons, Inc.

Alban Tractor Co., Inc.

Robert Magri - Vice Pres.

(By) *[Signature]*

(By) *[Signature]*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

BOOK 535 PAGE 564

275785

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es): Robert L. Harris 7997 Nolecrest Road Glen Burnie, MD 21061 M-33231A	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	RECORD FEE 11.00 POSTAGE .50 #254630 C040 R04 T15156 12/20/88
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	For Filing Officer 

(5) This Financing Statement Covers the Following types [or items] of property.

11.00  
1.50  
12.50

One (1) New Caterpillar Model #416 Backhoe Loader S/N 5PC02846

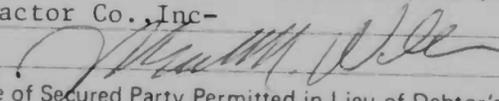
NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

AA.

(6) Signatures: Debtor(s) Robert L. Harris Secured Party(ies) [or Assignees] Alban Tractor Co., Inc-

(By) Robert L. Harris - Owner

(By) 

Standard Form Approved by N.C. Sec. of State and other states shown above.

Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

BOOK 535 565

275786

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):

Robert L. Harris  
7997 Nolecrest Road  
Glen Burnie, MD 21061  
M-32913A

(2) Secured Party(ies) (Name(s) And Address(es))

Alban Tractor Co., Inc.  
P. O. Box 9595  
Baltimore, MD 21237

RECORD FEE 11.00  
POSTAGE .50  
#254040 0040 004 115157  
12/20/88

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer



(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #D3C Tractor S/N 5KG00289

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Robert L. Harris

Robert L. Harris - Owner

(By) *Robert L. Harris*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By)

*[Signature]*  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

To be filed in the STATE OF MARYLAND  
Financing Statement Records of Anne Arundel County  
FINANCING STATEMENT FORM UCC-1

535 568 275787

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated October 14, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dump Truck Services, Inc.

Address 1230 Cronson Blvd., Crofton, MD 21114

2. SECURED PARTY

Name Mellon Bank (MD)

Address 1901 Research Blvd., Rockville, MD 20850

Attn: Dina Lynn Alfin

Person And Address To Whom Statement Is To Be Returned If Different From Above.

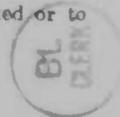
3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
All Debtor's right, title, and interest, whether now or hereafter existing or acquired and wherever located, in and to all accounts, open accounts, general intangibles, documents, chattel paper, instruments, notes, drafts, letters or advices or credit, receivables, other amounts owing to Debtor, all products and cash and non-cash proceeds (including insurance policies and proceeds) of the foregoing and all guaranties, claims, rights, remedies, and privileges relating thereto. In addition, the specific equipment listed on the attached SCHEDULE "A".

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)



- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORD FEE 11.00  
POSTAGE .50  
#254180 CO-40 R04 T16-21  
12/20/88

11.00  
11.50

Michael Sizemore  
(Signature of Debtor)

Michael Sizemore, President  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Mellon Bank (MD)

Dina Lynn Alfin  
(Signature of Secured Party)

Dina Lynn Alfin, Asst. Vice President

Type or Print Above Signature on Above Line

BOOK 535 PAGE 567

SCHEDULE "A"

<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>
1982	Cobra Trailer	CDS82011249
1974	Fruehauf Trailer	FWS605801
1978	Liberty Trailer	SLDS251805PA
1979	East Trailer	DAO983331
1978	East Trailer	DAO382953
1978	Summit Trailer	41783037
1979	East Trailer	DSO593927
1980	ASM Trailer	MVIN41327IND
1984	Ravens Trailer	1R1D03426EE840016
1974	Fruehauf Trailer	FWS647906
1981	Alforge Trailer	1S0434
1983	Dorsey Trailer	1DTD18C24DP015907
1981	East Trailer	1E1D1S280BRL04458
1978	Hill Trailer	3178
1980	Fruehauf Trailer	FWT071115
1974	Fruehauf Trailer	FWS674203
1978	Montone Trailer	78121631
1988	ASM Trailer	MVIN65071IND
1977	Gilmore Trailer	2624
1980	Fruehauf Trailer	FWV551502
1989	East Trailer	1E1D1R386KRL08859
1989	East Trailer	1E1D1S388KRL10037
1989	East Trailer	1E1D1S38XKRL10038
1989	East Trailer	1E1D1S381KRL10039

Dump Truck Services, Inc.

By: Michael Sizemore (SEAL)  
Michael Sizemore, President

10/14/88  
Date

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY AND WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: CROFTON MEADOWS JOINT VENTURE  
c/o W.F. Utz Construction  
Company, Inc.  
1511 Ritchie Highway  
Suite 105  
P. O. Box 9687  
Arnold, Maryland 21012

2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK  
Real Estate Industries Group  
10 Light Street  
18th Floor  
Baltimore, Maryland 21202

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property"

BL  
CLEAR

24

means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated December 14, 1988 (the "Deed of Trust") executed by the Debtor for the benefit of Dennis M. Miller and Stephen F. Beckenholdt, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

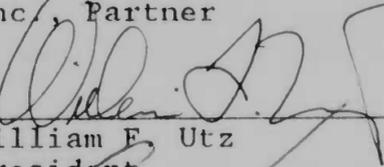
(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

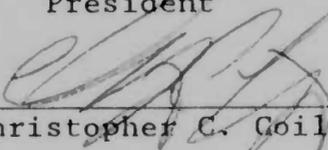
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

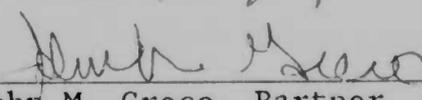
5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

CROFTON MEADOWS JOINT VENTURE

By: W.F. Utz Construction Company,  
Inc., Partner

By:   
William F. Utz  
President

By:   
Christopher C. Goile, Partner

By:   
John M. Greco, Partner

Filing Officer: After recordation, please return this Financing Statement to:

Jeffrey H. Seibert, Esquire  
Miles & Stockbridge  
10 Light Street, 9th Floor  
Baltimore, Maryland 21202

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

Beginning for the same at a point on the west side of Underwood Road, where the said west side is intersected by the site triangle at Underwood Road and Fallsway Drive, said beginning point being also located at Maryland Coordinate North 427,974.55 and East 895,299.07, thence leaving said point of beginning and running with the north side of the aforesaid site triangle South 37° 55' 21" West 36.00 feet to the north side of the aforesaid Fallsway Drive, thence with the north side of Fallsway Drive as laid out 60 feet wide by a curve to the right with a radius of 954.09 feet and an arc length of 222.31 feet with a chord bearing of South 89° 17' 29" West 221.81 feet, thence North 84° 01' 57" West 86.89 feet, thence by a curve to the right with a radius of 2087.41 feet and an arc length of 139.94 feet with a chord bearing of North 82° 06' 43" West 139.91 feet, thence North 80° 11' 30" West 262.49 feet, thence by a curve to the right with a radius of 1030.00 feet and an arc length of 266.16 feet with a chord bearing of North 72° 10' 36" West 267.22 feet, thence leaving the north side of the aforesaid Fallsway Drive and running with the eastern boundary line of Crofton Meadows, Section W-2 North

PROPERTY DESCRIPTION

33° 08'27" East 825.11 feet to the southern boundary line of Crofton Meadows, Section W-7, thence with said boundary line South 89° 18'20" East 403.75 feet and North 46° 29'57" East 197.56 feet to the aforesaid west side of Underwood Road, thence running with the west side of Underwood Road South 01° 22'41" West 659.23 feet, thence by a curve to the left with a radius of 1939.86 feet and an arc length of 250.49 feet with a chord bearing of South 02° 19'16" East 250.32 feet, thence South 06° 01'13" East 37.70 feet to place of beginning.

Containing 14.96 acres of land more or less according to an unrecorded plat by Toups & Loiderman, 1419 Forest Drive, Annapolis, Maryland, August 1978. Being and intending to be all that land known as Crofton Meadows Townhouse, Section W-3 as shown on the unrecorded plat prepared by Development Facilitators, Inc. of Severna Park, Maryland, dated July 1984.

BOOK 535 PAGE 573

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
Lessee  
Custom Hearing & Instruments  
7310 Ritchie Highway  
Suite 614  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)  
Lessor  
General Service Leasing  
12000 Old Baltimore Pike  
Beltsville, MD 20705

3. Maturity date (if any):  
For Filing Office (Date, Time and Filing Office)  
RECORD FEE 11.00  
POSTAGE .50  
#254240 C040 R04 T00153  
12/21/88



4. This statement refers to original Financing Statement bearing File No. 252868  
Filed with Anne Arundel County Date Filed 7/25/84 19\_\_

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

11.00  
11.50

By: Custom Hearing & Instruments No. of additional Sheets presented: \_\_\_\_\_  
By: General Service Leasing

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
By: [Signature] Signature(s) of Secured Party(ies) Lessor  
(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE**  
FORM NO. 207-126 Rev. 2-84

535 57A

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 237718 recorded in  
Liber 437, Folio 187 on 5/4/81 at Annapolis, MD  
Date Location

**1. DEBTOR(S):**

Name(s) Custom Hearing Instruments, Inc.  
Address(es) 7310 Ritchie Highway, Glen Burnie, MD 21061

**2. SECURED PARTY:**

Name Maryland National Bank  
Address 7310 Ritchie Highway, Glen burnie, Md 21061

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. RECORD FEE 11.00  
POSTAGE .50  
#254100 0040 R04 T09103

**9. SIGNATURES.**

**SECURED PARTY**

Maryland National Bank

By Constance F. Kallay  
Constance F. Kallay, Asst. Vice Pres.  
(Type, Name and Title)



12/21/88

**DEBTOR(S)**

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

11-50

BOOK 535 OF 575

Anne Arundel County Chattel  
Records

Maryland State Department of  
Assessments and Taxation

275789

FINANCING STATEMENT

1. Debtor: CUSTOM HEARING INSTRUMENTS, INC. Address: 7310 Ritchie Highway-Suite 614  
Glen Burnie, Maryland 21061

2. Secured Party: THE RIGGS NATIONAL BANK OF MARYLAND 5515 Security Lane  
Rockville, Md. 20852

(a) All accounts receivable (accounts) in respect of any and all leases executed by the Debtor, as Lessor, on any part or parcel of Real Estate and the improvements located thereon, whether said accounts receivable are in existence or are hereafter created and the proceeds thereof; and

RECORD FEE 11.00

(b) All leases executed by Debtor, as Lessor, of any part of parcel of Real Estate and the improvements located thereon, whether said contract rights are in existence or created hereafter and the proceeds thereof; and

POSTAGE .50

#254290 C040 R04 T09103

(c) All contract rights and accounts receivable (accounts) and general intangibles in respect of or in anywise relating to the operation of the Debtor's business including, but not limited to all contract deposits or payments relating thereto or any part thereof.

BL  
CLERK

12/21/88

3. Proceeds and products of collateral are covered hereunder.

4. This Financing Statement is not subject to recordation taxes imposed by Section 12-102, Tax Property, Annotated Code of Maryland (1986).

DEBTOR:  
CUSTOM HEARING INSTRUMENTS, INC.

11.50

By: Anthony W. Hagedorn (SEAL)  
ANTHONY W. HAGEDORN, C.E.O.

By: Anthony D. Hagedorn (SEAL)  
Anthony D. Hagedorn, President

STATE OF MARYLAND  
 FINANCING STATEMENT FORM UCC-1

275790

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3542.96

If this statement is to be recorded in land records check here.

This financing statement Dated 12/08/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Eskew, James R., Joann

Address 26 Fairhaven Rd. Tracys Landing, MD 20779

2. SECURED PARTY

Name Norwest Financial Leasing, Inc.

Address 24 Defense St. Suite B Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 panasonic radio
- 1 panasonic stereo
- 1 panasonic tape recorder
- 1 sharp television
- 1 massey ferguson 1971 model 135 tractor w/plow, disc, bushhog

RECORD FEE 12.00  
 RECORD TAX 28.00  
 POSTAGE .50  
 #254300 0040 R04 T09:09  
 12/21/88



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

12.00  
 24.00  
 .50  
 ---  
 40.50

*James R. Eskew Sr.*  
 (Signature of Debtor)

James R. Eskew  
 Type or Print Above Name on Above Line

*Jo Ann Eskew*  
 (Signature of Debtor)

Joann Eskew  
 Type or Print Above Signature on Above Line

*Eris V. Schmittou*  
 (Signature of Secured Party)

Eris V. Schmittou  
 Type or Print Above Signature on Above Line

1250.50

**FINANCING STATEMENT**

Not Subject to Recordation Tax  
 Subject to Recordation Tax, Principal  
 Amount is \$ \_\_\_\_\_

To Be Recorded in Land Records (For  
 Fixtures Only)

275791

NAME		ADDRESS		
	No.	Street	City	State
1. Debtors(s)				
		7690 Quarterfield Rd.	Glen Burnie, MD	21061
Aboudi, Inc.				

2. Secured Party  
 CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:

**INVENTORY:** The entire inventory of petroleum products at Crown Service Station MD-15  
 located at 7690 Quarterfield Rd., Anne Arundel County MD 21225

**ACCOUNTS & CONTRACT RIGHTS:** All amounts payable with respect to credit card sales at Crown  
 Service Station MD-15

RECORD FEE 11.00  
 POSTAGE .50  
 #34310 0040 R04 T09+10  
 12/21/00



CHECK  THE LINES WHICH APPLY

4.  (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.  
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

~~Title Owner of Real Estate:~~ \_\_\_\_\_

5.  (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.  
 (If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:	Debtor(s)
CROWN CENTRAL PETROLEUM CORPORATION	By: <u>Abdul Ghani Katabji, President</u> Aboudi, Inc.
By: <u>J. G. Yawman</u>	
Type Name <u>J.G. Yawman</u>	
Title <u>Assistant Secretary</u>	

Type or Print Name and Title of Each Signature

11.00  
50

FINANCING STATEMENT

Not Subject to Recordation Tax

To Be Recorded in Land Records (For Fixtures Only)

Subject to Recordation Tax, Principal

Amount is \$

535 578

275792

NAME

ADDRESS

1. Debtors(s)	No.	Street	City	State
Auto Gas, Inc.	7501	Ritchie Highway	Glen Burnie, MD	21061

2. Secured Party  
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:

INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-20 located at 7501 Ritchie Hwy., Anne Arundel County, MD 21061

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-20

RECORD FEE 11.00  
POSTAGE .50  
#254320 0040 R04 109111  
12/21/08



CHECK  THE LINES WHICH APPLY

- 4.  (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

~~Title Owner of Real Estate:~~

- 5.  (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party ~~(or assignee)~~ at the address above stated.

Secured Party:

CROWN CENTRAL PETROLEUM CORPORATION

By: J.G. Yawman

Type Name J.G. Yawman

Title Assistant Secretary

Debtor(s)

Charles E. DiPaula, President

By: Charles E. DiPaula, President  
Auto Gas, Inc.

Type or Print Name and Title of Each Signature

11.00  
1.50

FINANCING STATEMENT

Not Subject to Recordation Tax  
 Subject to Recordation Tax, Principal Amount is \$

To Be Recorded in Land Records (For Fixtures Only)  
275793

535 575

NAME ADDRESS  
1. Debtors(s) No. Street City State  
Ray's Crown Inc. 251 Aquahart Rd. & Crain Hwy. Glen Burnie, MD 21061

2. Secured Party  
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:  
INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-93 located at 251 Aquahart Rd. & Crain Hwy. Anne Arundel County, MD 21061

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-93

RECORD FEE 11.00  
POSTAGE .50  
#254330 0010 004 T09111  
12/21/08



CHECK  THE LINES WHICH APPLY

4.  (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.  
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

~~Title Owner of Real Estate:~~

5.  (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.  
 (If products of collateral are claimed) Products of the collateral are also covered.  
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party ~~(or assignee)~~ at the address above stated.

Secured Party:  
CROWN CENTRAL PETROLEUM CORPORATION  
By: J.G. Yawman  
Type Name J.G. Yawman  
Title Assistant Secretary

Debtor(s)  
French O. Ray, Pres  
By: French O. Ray, President  
Ray's Crown Inc.

Type or Print Name and Title of Each Signature

11.00  
50

FINANCING STATEMENT

Not Subject to Recordation Tax  
 Subject to Recordation Tax, Principal  
Amount is \$

To Be Recorded in Land Records (For  
Fixtures Only) 275794

535 580

NAME	ADDRESS		State
	No.	Street	
1. Debtors(s) R.H. Enterprises, Inc.	Rt. 3 &	Old Mill Rd.	MD 21108

2. Secured Party  
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:

INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-94  
located at Rt. 3 & Old Mill Anne Arundel County MD 21108

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-94

RECORD FEE 11.00  
POSTAGE .50  
#254340 0040 R04 TOP-1  
12/21/81



CHECK  THE LINES WHICH APPLY

4.  (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.  
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

~~Title Owner of Real Estate:~~

5.  (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.  
 (If products of collateral are claimed) Products of the collateral are also covered.  
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:  
CROWN CENTRAL PETROLEUM CORPORATION  
By: J.G. Yawman  
Type Name J.G. Yawman  
Title Assistant Secretary

Debtor(s)  
Raymond Kenneth Hierstetter, Pres.  
By: Raymond Kenneth Hierstetter, Pres.  
R.H. Enterprises, Inc.

Type or Print Name and Title of Each Signature

11.50

FINANCING STATEMENT

Not Subject to Recordation Tax  
 Subject to Recordation Tax, Principal  
Amount is \$

To Be Recorded in Land Records (For  
Fixtures Only)

BOOK 535 PAGE 581

275795

NAME	No.	Street	City	State
1. Debtors(s)				
Stop Enterprises Inc.	7200	Ritchie Hwy.	Glen Burnie,	MD 21061

2. Secured Party  
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:

INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-97  
located at 7200 Ritchie Hwy., Anne Arundel County MD 21061

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-97

RECORD FEE 11.00  
POSTAGE .50  
#254350 0040 104 T09+11  
12/21/08



CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

~~Title Owner of Real Estate:~~

- 5.  (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.  
 (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party ~~(or assignee)~~ at the address above stated.

Secured Party:  
CROWN CENTRAL PETROLEUM CORPORATION

By: J.G. Yawman

Type Name J.G. Yawman

Title Assistant Secretary

Debtor(s)  
Christopher K. Green pers

By: Christopher K. Green, President  
Stop Enterprises Inc.

Type or Print Name and Title of Each Signature

11.50

FINANCING STATEMENT

Not Subject to Recordation Tax  
 Subject to Recordation Tax, Principal  
Amount is \$

To Be Recorded in Land Records (For  
Fixtures Only)

BOOK 535 PAGE 582

ADDRESS 275796

NAME No. Street City State  
1. Debtors(s) Jeffrey Kormann Enterprises Inc. 245 West Street Annapolis, MD 21400

2. Secured Party CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:

INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-100  
located at 245 West Street Anne Arundel County MD 21400

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown  
Service Station MD-100

RECORD FEE 11.00  
POSTAGE .50  
#354360 0040 R04 T09#12  
12/21/88



CHECK  THE LINES WHICH APPLY

4.  (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.  
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

~~Title Owner of Real Estate:~~

5.  (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.  
 (If products of collateral are claimed) Products of the collateral are also covered.  
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party ~~(or assignee)~~ at the address above stated.

Secured Party:  
CROWN CENTRAL PETROLEUM CORPORATION  
By: J. G. Yawman  
Type Name J.G. Yawman  
Title Assistant Secretary

Debtor(s)  
Jeffrey H. Kormann Pro  
By: Jeffrey Kormann, President  
Jeffrey Kormann Enterprises, Inc.

Type or Print Name and Title of Each Signature

11.50

FINANCING STATEMENT

Not Subject to Recordation Tax  
 Subject to Recordation Tax, Principal Amount is \$ \_\_\_\_\_  
 To Be Recorded in Land Records (For Fixtures Only) 275797

BOOK 535 PAGE 583  
NAME ADDRESS  
1. Debtors(s) No. Street City State  
Jon's Crown Inc. 7639 Baltimore Annapolis Blvd. Glen Burnie, MD 21061

2. Secured Party  
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:  
INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-101 located at 7639 Baltimore Annapolis Blvd., Anne Arundel County, MD 21061

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-101  
RECORD FEE 11.00  
POSTAGE .50  
#254370 0040 R04 109412  
12/21/08



CHECK  THE LINES WHICH APPLY

4.  (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.  
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

~~Title Owner of Real Estate:~~ \_\_\_\_\_

5.  (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.  
 (If products of collateral are claimed) Products of the collateral are also covered.  
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party ~~(or assignee)~~ at the address above stated.

Secured Party: CROWN CENTRAL PETROLEUM CORPORATION  
By: J.G. Yawman  
Type Name J.G. Yawman  
Title Assistant Secretary  
Debtor(s) Jonathan D Balk  
By: Jonathan D. Balk  
Jon's Crown Inc.  
Type or Print Name and Title of Each Signature

11.50

535 584

275801

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): S & W Builders Inc.  
Address: P.O. Box 536  
Severna Park, MD 21146

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

All of the debtor's equipment and supplies (including all present and future additions, attachments, substitutions, and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the debtor to the bank, and all proceeds thereof in any form whatsoever.

Also, all of the debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00  
POSTAGE .50  
#251920 0777 R03 115:37  
12/21/88



Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

Debtor(s): S & W Builders Inc.

Secured Party:

by: Sean Welsh, President  
*[Signature]*

1st AMERICAN BANK OF MARYLAND  
By: *[Signature]*  
Jeffrey B. Wiley, Branch Manager  
Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

1150

535 535  
275802

FINANCING STATEMENT

To Be Recorded in the:

1. Financing Statement Records of the Maryland State Department of Assessments and Taxation.
2. Financing Statement Records of Anne Arundel County, Maryland.

1. NAME AND ADDRESS OF DEBTOR:

Annapolis Racing Team, Inc., a  
Delaware corporation  
710 Yorklyn Road  
Hockessin, Delaware 19801

2. NAME AND ADDRESS OF SECURED PARTY:

First American Bank of Virginia  
1970 Chain Bridge Road  
McLean, Virginia 22102

3. This Financing Statement covers all of the following property of the Debtor:

IMI - Pro-Sail 40' Catamaran Hull ID No. MVDF4025C888

ARC 16' Inflatable Motorboat Hull ID No. AQR50012F888

21' Hobie Cat Hull ID No. CCMMO227F888

Boat Trailer VIN: ITCSC4024J1001TCT

Boat Trailer VIN: ILGG5DP17J1E05022

RECORD FEE 11.00  
RECORD TAX 70.00  
POSTAGE .50  
275802 0155 602 114:48  
12/21/88



All inventory of Debtor, whether now owned or hereafter acquired; All equipment of Debtor, whether now owned or hereafter acquired; All accounts of Debtor, whether now existing or hereafter arising; All other goods, all instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired.

4. This Financing Statement is subject to a recordation tax of \$70.00 because 4% of the property secured by the \$250,000.00 loan is located in Anne Arundel County.

BOOK 535 586

DEBTOR:

Annapolis Racing Team, Inc.

By: *[Signature]* (SEAL)



RETURN TO:

Council, Baradel, Kosmerl & Nolan, P.A.  
Post Office Box 3323  
Annapolis, Maryland 21403-0323



temp\jks\finstmt.law

275803

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY. RECORDATION TAX HAS BEEN PAID TO CLERK OF COURT FOR ANNE ARUNDEL COUNTY AT TIME OF RECORDATION OF DEED OF TRUST

FINANCING STATEMENT

- 1. Name & Address of Debtor: RICHARD E. POLM  
P.O. Box 1071  
Severna Park, Maryland 21146
- 2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB  
1726 West Street  
Annapolis, Maryland 21401
- 3. This Financing Statement covers the following types (or items) of property:
  - (a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property hereafter owned by the Debtor and located in or upon any interest or estate in land described on the attached Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all communications apparatus and any and all renewals and replacements thereof and any substitutions for, or additions to the same;
  - (b) Proceeds of all collateral are covered.
- 4. This transaction is not subject to the recordation tax

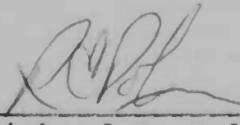
J.F. CLERK

*Handwritten signatures and initials*

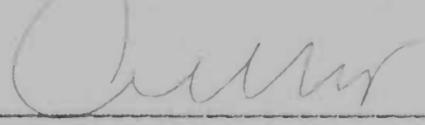
*Handwritten number 3*

imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:

  
Richard E. Polm

Secured Party:  
SEVERN SAVINGS BANK, FSB

By: 

realest/3polm

EXHIBIT A

535 539

PARCEL NO. 1: ALL THAT LOT, part of a lot, piece or parcel of ground, situate, lying and being in the Fourth Assessment District of Anne Arundel County in the State of Maryland, which is shown on a plat entitled "Former Florence Pumphrey Property at Benfield" recorded among the Land Records of Anne Arundel County in Liber 1586, folio 156, and more particularly described as follows, to wit:

BEGINNING for the same at a stone there found which marks the point of beginning described in that right of way easement from Thomas H. Pumphrey and Louise Pumphrey to Lawrence Bleemke and Diana Bleemke, his wife, dated the 21st day of March, 1962, and recorded among the Land Records of Anne Arundel County in Liber 1551, folio 401.

THENCE from the point of beginning so fixed and binding on part of the outline described in that conveyance from William W. Pumphrey to Thomas H. Pumphrey and Louise Pumphrey, his wife, by deed dated the 14th day of December, 1935 and recorded among the Land Records of Anne Arundel County in Liber FAM 141, folio 519, reversely and with meridian corrected:

(1) South  $61^{\circ}28'20''$  East, 134.62 feet to intersect the westernmost right of way line of the southbound lane of Maryland Route #3 as shown on the State Roads Commission Plat #15802; thence leaving said outline and binding on said westernmost right of way line

(2) South  $3^{\circ}48'40''$  East, 223.82 feet, thence still binding on said westernmost right of way line, along a regular curve deflecting to the right, having a radius of 2796.79 feet, a chord of South  $0^{\circ}19'20''$  West, 394.01 feet, a distance of

(3) 394.30 feet; thence leaving said right of way line

(4) North  $78^{\circ}21'$  West, 438.59 feet to intersect the easternmost outline described in that conveyance from Lawrence Bleemke and Diana M. Bleemke, his wife, to Thomas H. Pumphrey and Louise S. Pumphrey, his wife, by deed dated the 26th day of April, 1962 and recorded among the Land Records of Anne Arundel County in Liber 1586, folio 153; thence binding on part of the outlines described in said last mentioned conveyance to Pumphrey, reversely, the following 3 bearings and distances:

(5) South  $13^{\circ}15'$  East, 26.0 feet; thence

(6) North  $84^{\circ}19'$  West, 28.50 feet; thence

(7) North  $7^{\circ}25'20''$  West, 249.08 feet; thence leaving said last mentioned conveyance to Pumphrey and running the following 2 bearings and distances:

(8) North  $11^{\circ}54'$  East 447.0 feet; thence

(9) South  $75^{\circ}13'30''$  East, 269.83 feet to the point of beginning.

CONTAINING 6.75 acres of land, more or less, within the bounds of this description as shown on the aforementioned plat of the former Florence Pumphrey Property.

PARCEL NO. 2: BEGINNING for the same at a point which marks the end of the seventh or (North  $7^{\circ}25'20''$  West, 249.08 ft. line described in that conveyance from Vernon K. Pumphrey Sr. and Leroy A. Pumphrey, Co-Personal Representatives of the Estate of Thomas H. Pumphrey, Estate No. 19679, to Randolph Val Fox and Elise M. Fox, his wife and Robert A. Dietz and Fern A. Dietz, his wife and Dallas M. Hinson and Anna L. Hinson, his wife, by deed dated the 22nd day of October, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3804, folio 689.

THENCE from the point of beginning so fixed and binding on part of said seventh line reversely,

(1) South  $07^{\circ}25'20''$  East, 151.42 feet; THENCE leaving said seventh line and binding on the northeasternmost right of way line of the West frontage road as shown on State Highway Administration Plat No. 49080, with meridian corrected

(2) South  $65^{\circ}45'27''$  West, 52.90 feet; said last mentioned point being located 75 feet northeasterly at right angles from Station 148 of the base line of right of way and base line of construction (west frontage road) as shown on said Plat No. 49080; THENCE still binding on said Northeasternmost right of way line and with meridian corrected, as aforesaid

(3) North  $24^{\circ}11'33''$  West, 290.28 feet; THENCE leaving said right of way line and running for a line of division as now established

(4) North  $77^{\circ}53'32''$  East, 179.29 feet to intersect the eighth or North  $11^{\circ}54'$  East, 447.0 foot line described in the aforementioned conveyance from Pumphrey; THENCE binding on part of said eighth line reversely.

(5) South 11°54' West, 133.17 feet to the point of beginning.  
CONTAINING 0.56068 of an acre of land, more or less, within the bounds of this description and as computed based upon the references herein above recited and not necessarily based upon an actual field survey.

SAVING AND EXCEPTING, HOWEVER, FROM THE ABOVE PARCELS, so much of said property as was conveyed by RANDOLM VAL FOX and ELISE M. FOX, ROBERT A. DIETZ and FERN A. DIETZ, DALLAS M. HINSON and ANNA L. HINSON and FARMERS NATIONAL BANK, to the STATE OF MARYLAND to the use of THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION, by deed dated October 29, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4244, folio 430, consisting of 0.58 acres.

275804

535 591

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

RECORD FEE 11.00  
POSTAGE .50

Index numbers of subsequent statements (For office use only)



44-260 7545 801 113425  
10 21/83

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Check the box indicating the kind of statement. Check only one box.

Meadows Farms, Inc.  
1241 Generals Highway  
Crownsville, Maryland

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party  
Signet Bank/Virginia  
8330 Boone Boulevard  
3rd Floor - Commercial  
Vienna, VA. 22180

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered  
(XX)

Description of collateral covered by original financing statement  
All accounts, inventory, equipment, fixtures, general intangibles, instruments, documents, and chattel paper, including, without limitation, all goods represented thereby and all goods that may be reclaimed or repossessed from or returned by account debtors and all proceeds and products thereof (as all such terms are defined in the Uniform Commercial Code), now owned or hereafter acquired by the debtor.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Meadows Farms, Inc.  
  
*William J. Meadow*  
Signature of Debtor if applicable (Date)

Signet Bank, Virginia  
  
*Kenneth J. Schoo, ACP*  
Signature of Secured Party if applicable (Date)  
(Kenneth J. Schoo)



535 592

L/S + F/S  
chattel

Anne Arundel  
County, MD

UNIFORM COMMERCIAL CODE

275805

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
B & W Enterprises, Inc., a Delaware corporation, T/A Sox Appeal, Inc.		910 S. River Landing,	Edgewater,	Maryland 21027

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
SOVRAN BANK/DC NATIONAL		1801 K Street, NW	Washington, DC	20006

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE SCHEDULE "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE FOR FURTHER DESCRIPTION OF COLLATERAL.

RECORD FEE 12.00  
RECORD TAX 35.00  
#251760 5777 R03 T11:22  
12/21/98



RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4.  Proceeds of collateral are also covered:  Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is ~~is not~~ subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \$109,000 of which \$5,000 is taxable. Amt. of tax pd in Anne Arundel County is \$35.00

Debtor(s) or assignor(s)  
B & W Enterprises, Inc., T/A  
Sox Appeal, Inc.

SOVRAN BANK/DC NATIONAL (Seal)  
(Corporate, Trade or Firm Name)

BY: Norval K. Williams  
NORVAL K. WILLIAMS,  
(Type or print name under signature)

BY: David I. Huffman  
Signature of Secured Party or Assignee  
David I. Huffman, Assistant Vice President  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

6717

12 FF  
35 - + after  
12  
35  
OO



SCHEDULE "A"

Financing Statement

DEBTOR: B & W Enterprises, Inc., a Delaware corporation,  
T/A Sox Appeal, Inc.

Description of Debtor's Collateral:

(a) Inventory Collateral. All of the Debtor's present and future Inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

(b) Receivables Collateral. All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of Inventory (collectively "Receivables").

(c) Furniture, Fixtures, Equipment and Supplies Collateral. All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements and additions to any of the foregoing, of every type, including cash and non-cash proceeds.

Debtor's Initial: *[Signature]*

Officer's Initial: *[Signature]*

535 594

275806

BC-6982

File: Anne Arundel County Financing Statement Records

Principal Amount is \$9,000,000.00. Not subject to recordation tax.

FINANCING STATEMENT

This instrument is prepared as, and is intended to be, a Financing Statement complying with the formal requisites therefor as set forth in the Maryland Uniform Commercial Code.

1. The name and address of the debtor ("Debtor") is:

COMMONS PHASE I and COMMONS OFFICE  
 RESEARCH PARTNERSHIP  
 c/o Manekin Corporation  
 Suite 2100, Charles Center South  
 36 South Charles Street  
 Baltimore, Maryland 21201

2. The name and address of the secured party ("Secured Party") is:

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY  
 c/o American General Investment Corporation  
 P.O. Box 1375  
 Houston, Texas 77251  
 Attention: Senior Vice President

3. This Financing Statement covers the following types of collateral ("Collateral"):

All furniture and furnishings, goods, equipment, property, and fixtures (including, without limitation, all heating, and air conditioning equipment), partitions, dynamos, window screens and shades, drapes, rugs, and other floor coverings, awnings, motors, boilers, furnaces, pipes, plumbing, sprinkler systems, fire extinguishing apparatus and systems, water tanks, and electric machinery and the like, and future replacements, betterments, substitutions and additions thereto, of the Debtor, its successors and assigns, now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Buildings, other improvements or the Land covered by the Indemnity Deed of Trust and Security Agreement from Debtor to Secured Party of even date herewith; all proceeds on sums payable in lieu of or as compensation for the loss of or damage to (1) any property covered hereby, or (2) the real property upon which the said property covered hereby is or may be located, and all rights in and to all present and future fire and/or hazard insurance policies; all awards made by any public body or decreed by any Court of competent jurisdiction for a taking or for degradation of value in any eminent domain proceedings; all of Debtor's right, title, and interest in accounts (including, but not limited to, all right, title and interest of Debtor in the "Escrow Deposit" as defined in and hereby pursuant to that one certain Escrow Agreement of even date herewith between Debtor, Secured Party and Mercantile-Safe Deposit and Trust Company), chattel paper, and general intangibles and personal property of any kind and character described in and covered by the

AMERICAN TITLE GUARANTEE  
 Corporation  
 36 South Charles Street  
 2301 Charles Center  
 Baltimore, MD 21201

*28*

Indemnity Deed of Trust and Security Agreement from Debtor to Secured Party of even date herewith. All of the Debtor's interest and rights as Lessor in and to all leases now or hereafter affecting the said real property or any part thereof, and/or all rental income, whether payable pursuant to any present or future lease or otherwise, growing out of any occupancy or use thereof; and all bonds, deposits, letters of credit and any other sums at any time credited by or due from Secured Party to Debtor or any Guarantor, Co-Maker or Surety of Debtor's indebtedness or obligations and held by the Secured Party pursuant to the Indemnity Deed of Trust and Security Agreement or other security instruments from Debtor to Secured Party of even date herewith. The Collateral is or includes fixtures, and is located on the property described on Exhibit "A" which is attached hereto and made part hereof. The record owner of the property is the Debtor shown herein.

- 4. Proceeds of the Collateral are also covered, coverage of proceeds does not authorize sale or other distribution of the Collateral.

21<sup>st</sup> This Financing Statement is signed by Debtor on the day of December, 1988.

Debtor:

COMMONS PHASE I, a Maryland general partnership, by its undersigned general partners

BY: M.O.R. COMMONS LIMITED PARTNERSHIP, a Maryland limited partnership, by its sole general partner

BY: RA & DM, INC., a Maryland corporation

WITNESS/ATTEST:

Ann Clary Gordon

By [Signature] (seal)  
Name: Robert M. A. H.  
Title: PIAS.

BY: COPLEY INVESTORS LIMITED PARTNERSHIP, a Delaware Limited partnership, by its sole general partner

BY: COPLEY MANAGEMENT LIMITED PARTNERSHIP, a Delaware limited partnership, by its undersigned managing general partner

BY: COPLEY ADVISORS, INC., a Massachusetts corporation

Card Kemp

By [Signature] (seal)  
Name: [Signature]  
Title: Managing Director

COMMONS OFFICE RESEARCH PARTNERSHIP, a Maryland general partnership, by its undersigned general partners

BY: M.O.R. COMMONS LIMITED PARTNERSHIP, a Maryland limited partnership, by its sole general partner

BY: RA & DM, INC., a Maryland corporation

Ann Cary Gordon

By [Signature] (seal)  
Name: Richard M. A. H.  
Title: Pres.

BY: COPLEY INVESTORS LIMITED PARTNERSHIP, a Delaware Limited partnership, by its sole general partner

BY: COPLEY MANAGEMENT LIMITED PARTNERSHIP, a Delaware limited partnership, by its undersigned managing general partner

BY: COPLEY ADVISORS, INC., a Massachusetts corporation

Carl K. [Signature]

By [Signature] (seal)  
Name: James J. Salisbury  
Title: Managing Director

AG092G  
121288

EXHIBIT "A"

Commons Office Research Partnership

Page 1 of 1

TRACT I:

Lots 1, 2, 3, 4, 10, 11 and 12, Block 16, as shown on the Plat entitled "Commons Corporate Center, WI-B Industrial Park District, Harmans, MD." and recorded among the Land Records of Anne Arundel County as Plats 5892 and 5893 in Plat Book No. 112, folios 17 and 18.

TRACT II:

TOGETHER with those easements and other rights granted pursuant to that certain Declaration Establishing Reciprocal Parking and Access Rights dated May 9, 1986, recorded in Liber 4071, folio 450, among the Land Records of Anne Arundel County, Maryland; as amended by Amendment to Declaration Establishing Reciprocal Parking and Access Rights dated May 9, 1986, recorded in Liber 4561, folio 391, among the Land Records of Anne Arundel County, Maryland.

TRACT III:

TOGETHER with those easements and other rights granted pursuant to that certain Declaration of Protective Covenants for Baltimore Commons Business Park, dated November 27, 1974, recorded in Liber 2749, folio 356, among the Land Records of Anne Arundel County, Maryland.

JKC17N

TO BE RECORDED AMONG THE  
LAND RECORDS AND INDEXED  
AMONG THE CHATTEL RECORDS

THIS TRANSACTION IS SUBJECT TO  
RECORDATION TAXES ON THE AMOUNT  
OF \$ 90,000.00, WHICH HAVE  
BEEN PAID TO THE CLERK OF THE  
CIRCUIT COURT FOR Anne Arundel County

FINANCING STATEMENT

Eskay S. K. Tsang and Shirley S. Tsang

1589 Dulaney Lane, Glen Burnie, Md. 21061

1. Debtor(s)

2. Secured  
Party

KEY FEDERAL SAVINGS BANK

7F GWYNNS MILL COURT, OWINGS MILLS, MARYLAND, 21117

3. This Financing Statement covers the following types of property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. If the above personal property is to be affixed to real property, describe  
real property.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

DEBTOR(S):

SECURED PARTY:

*Eskay S. K. Tsang*  
Eskay S. K. Tsang

KEY FEDERAL SAVINGS BANK  
7F Gwynns Mill Court  
Owings Mills, MD 21117

BY \_\_\_\_\_

*Shirley S. Tsang*  
Shirley S. Tsang

BY \_\_\_\_\_

\_\_\_\_\_

RECORD FEE 14.00  
POSTAGE .50



#353420 0055 802 109:01  
12/22/88

After this statement has been recorded please return to:

Dackman and Heyman, Attorneys, 2221 Maryland Avenue, Baltimore, Md. 21218

14/10

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnaces, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcels of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcels are more fully described as follows:

BEGINNING FOR THE SAME on the Northeast side of the County Road leading from Furnace Branch State road to Margate at the distance of 421.8 feet Northwesterly from the corner formed by the intersection of the Northeast side of said County Road and the Southeastern-most boundry line of the property heretofore conveyed to the Cityco Realty Company of Baltimore by the Lee High Land Company, Incorporated and hereinafter referred to, thence along the northeast side of the said County Road North 18 degrees 19 minutes West 78.2 feet and north 13 degrees 29 minutes West 21.8 feet to the south side of Lot No. 45, thence along the south side of Lot No. 45, North 79 degrees 36 minutes East 408 feet, more or less to the west side of Lot No. 39, thence along the West side of Lot No. 39 South 17 degrees 13 minutes East 100 feet, more or less to the north side of Lots No. 43, thence along the North side of Lot No. 43 and parallel with the second line in this description South 79 degrees 36 minutes west 408 feet, more or less, to the place of beginning. Being Lot No. 44 as laid out on the Plat of Shoreland, Plat B, subdivided by the Cityco Realty Company of Baltimore City.

SAVING AND EXCEPTING therefrom all that parcel of land containing 120 square feet as set forth in a Deed dated September 5, 1972 and recorded among the Land Records of Anne Arundel County in Liber 2535 folio 879 from James C. Rossow and Myrna S. Rossow, his wife et al unto the State Highway Administration of the Department of Transportation.

BOOK 535 PAGE 0600

LITTLE PALACE  
7303 FURNACE BRANCH ROAD  
GLEN BURNIE, MARYLAND 21227

EQUIPMENT:

- 3 Hole Chinese Woks
- 6 Burner Stoves with Ovens
- 1 Deep Fryer
- 1 6x6 Refrigerator
- 1 6x6 Walk in Freezer
- 1 14 ft. Exhaust Hood with Fan
- 1 6 ft. S.S. Work Table
- 1 6 ft. Steam Table
- 1 2 Door Refrigerator

**END  
LIBER**